
**THE ARBORS HOMEOWNERS
ASSOCIATION**

COVENANTS

BY-LAWS

RULES & REGULATIONS

December 2019

1. *Chlorophyll a* and *b* are the primary photosynthetic pigments in most plants.

2. *Xanthophyll* and *carotenoids* are accessory pigments that assist in light absorption.

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ARBORS
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION, made this 19th day of April, 1983 by ARBOR VENTURES (hereinafter referred to as "DEVELOPER"), a partnership consisting of RAYMOND H. SMITH, INC., a Pennsylvania corporation, and FIRST SERVICE CORPORATION, a Pennsylvania corporation.

WITNESSETH THAT:

WHEREAS, Arbor Ventures, Developer, proposes to develop a parcel of land in the Township of Hampton, County of Allegheny, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A", attached hereto; and

WHEREAS, said land is to be developed in phases as a planned unit development called Arbors, and Developer proposes to cause said land to be subjected to the covenants, conditions, easements, restrictions, charges, and liens herein provided for the purpose of preserving and enhancing the value of said land and for the benefit and enjoyment of the persons residing thereon; and

WHEREAS, the land to be developed in Phase I is described in Exhibit "B" attached hereto; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining, administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has, or will have, incorporated under the laws of the Commonwealth of Pennsylvania, as a non-profit corporation, the ARBORS HOMEOWNERS ASSOCIATION for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, Developer hereby declares that all of the land described in Exhibit "B" shall be held, sold and conveyed subject to the following covenants, conditions, easements, restrictions, charges and liens which Shall Run With The Land and shall be binding upon and shall inure to the benefit of all parties having any right, title or interest therein or any part thereof and their respective heirs, devisees, personal representatives, successors and assigns:

ARTICLE I

DEFINITIONS

Section 1. Association. shall mean a not-for-profit corporation named the Arbors Homeowners Association, its successors and assigns.

Section 2. Common Areas. shall mean any part of the Property which the association maintains for the benefit and enjoyment of the Owners.

Section 3. Common Expense. shall mean and include (1) expenses of administration, maintenance, repair and replacement of the Common Areas and Common Property; (2) utility charges not separately billed or charged; (3) insurance and taxes for the Common Property; (4) expenses declared common by this Declaration or the By-Laws; (5) expenses declared common by the Board.

Section 4. Common Property. shall mean all real and personal property owned by the Association for the common use and enjoyment of the Owners as shown on the recorded subdivision plan and described in Exhibit C, or over which the association has an easement of maintenance for the use and enjoyment of the Owners.

Section 5. Developer. shall mean and refer to Arbor Ventures, its successors and assigns, including any successor in interest who takes title to any portion of the property for the purpose of developing it in accordance with this Declaration.

Section 6. Lot. shall mean any plot of land shown upon any recorded subdivision map of the Property, specifically excepting the Common Property.

Section 7. Member. shall mean and refer to all those Owners who are members of the association, as provided in Article II hereof.

Section 8. Owner. shall mean the record owner, whether one or more persons or entities, of a Lot, but excluding those persons having an interest merely as security for the performance of an obligation.

Section 9. Property. shall mean that real property described in Exhibit B, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. Unit. shall mean and refer to a building situated upon a Lot and designed and intended for use and occupancy as a residence by a single family.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting. The Association shall have two classes of Voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and they shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot, however, shall be exercised as such persons among themselves shall determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B Members shall be the Developer and any successor or assign who takes title for the purpose of development and sale. The Class B members shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership, on the happening of the earliest of the following events, after which the Class B members shall be deemed to be Class A members entitled to vote as set forth above:

- (a) when the total of the Class A votes outstanding equals the total votes outstanding in the Class B membership; or
- (b) on September 1, 1992; or
- (c) when in its discretion the Developer so determines.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to limit the number of guests that may use the common facilities;
- (b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Property by guests or Owners;
- (c) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations or for the duration of the infraction, whichever is longer;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded;
- (e) the right of the Developer during the development and construction of the property to modify and amend the areas designated as Lots or Common Property as may be reasonable and appropriate for engineering or architectural reasons and as dictated by marketing experience. Provided, however, that the quantity of Common Property will not be substantially diminished;
- (f) the right of the Developer in and to a construction easement over, upon, under and through all of the Common Property until completion of all development and construction. Said easement shall include but not be restricted to: installation of utilities, walks, roads, driveways and parking areas; storage of top soil and construction materials; grading, seeding and landscaping; parking for construction vehicles, trailers, workmen and open house or promotional activities; use of units for sales models and construction or project sales offices; erection of signs and temporary structures such as sales offices and construction trailers;
- (g) the right of the Developer to grant easements upon, across, over, under, in and to any part of properties to any public agency, authority or utility for ingress, egress, repair, and maintenance of all utilities, including, but not limited to cable television service, security and similar systems, water, sewer, gas, telephone and electricity; upon termination of the Class B membership, this power shall pass to the Board of Directors of the Association;
- (h) the right of the Association to borrow money for the purpose of repairing or improving any facilities located thereon, and to give as security therefore a mortgage covering all or any portion of the Common Property; provided, however, in the event of a default and foreclosure upon any such mortgage the mortgagee must permit continued use of the Common Properties by the Owners and their guests, but shall have the right to charge admission and other fees, except as to the streets and any utility easement areas.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property and facilities to members of his (or her) family, tenants or contract purchasers who reside on the property.

Section 3. Title to Common Property. Title to the Common Property shall be conveyed to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building lines, building and use restrictions, all exceptions, easements and conditions as the same may be and appear in proper instruments of record, including those set forth in this Declaration, except real property taxes, which taxes shall be prorated to the date of conveyance. The Common Property to be conveyed to the Association is described in Exhibit C attached hereto.

ARTICLE IV

ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot or Unit by the acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, to pay the Association: (1) annual assessments or charges; and (2) special assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) specific assessments against particular Units for fines or other charges. All such assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and a continuing lien upon the Lot against which the assessment was made and shall also be the personal obligation of the person who was the Owner of such Lot or Unit at the time when such assessment fell due. The said Owner shall remain personally liable for delinquent assessments even if the property is conveyed to a new Owner, who shall, however, not be personally liable for such delinquent assessment unless expressly assuming that obligation.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Property and for the improvement and maintenance of the Common Property and Common Areas, the payment of taxes and insurance on the Common Property and repair, replacement and additions thereto, for the cost of labor, equipment, materials, management and supervision thereof and any other Common Expenses. Assessments may be used for exterior maintenance and repair of Units and for the repair, maintenance, improvement or replacement of all facilities used in common by more than one Unit. All owners shall be liable for the following assessments: annual assessments, special assessments and specific assessments.

Section 3. Annual Assessments.

3.01 The Annual Assessment shall be established annually by the Board of Directors. In case of new development the Annual Assessment shall commence on the first day of the month following conveyance of the Lot to the owner or the completion of construction of the Unit, whichever occurs later. The Assessments shall be collected and paid in such installments and on such dates as may be determined by the Board of Directors. Unless the Board provides

otherwise, assessments shall be paid in quarterly installments due on the first day of each quarter. The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix the assessment for any year at a lesser amount. Any net shortages shall be added, using the same formula, to the installments due in the succeeding six (6) months. In the event of a year-end surplus, i.e. where actual expenses are less than actual revenues for the year, then such surplus shall in the sole judgment and discretion of the Arbors Board of Directors, be deposited into the capital reserve account of the Association. [Restated January 16, 2006]

3.02 It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget and assessment to be delivered to each member at least thirty (30) days prior to the annual meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by vote of at least fifty-one (51%) percent of each class of the total Association membership, including Class B members.

3.03 The Association shall, upon demand at anytime, furnish to any owner a certificate in writing signed by an Officer of the Association setting forth whether all assessments have been paid. Such certificate shall be binding upon the Association.

3.04 In the event the Board is delayed in preparing the annual estimates or a vote of the membership causes a delay, the Owner shall continue to pay the monthly charges at the then-existing monthly rate established for the previous period until the same shall be determined.

3.05 Until January 1 of the year following the conveyance of the first Lot to an owner, the maximum annual assessment shall be \$1200.00 per Lot.

3.06 The annual assessment may not thereafter be increased more than 15% above the maximum assessment for the previous year without a vote of the majority of the members present in person or by proxy at the annual association meeting. Increases up to that amount may be made by the Board of Directors without the consent of the membership.

3.07 No action shall be taken by the Board or the Association which will limit the rights of the Members to the use of the common areas, or cause an increased assessment, without the affirmative vote of a majority of each class of members, other than action taken to enforce this Declaration or the Rules and Regulations.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property or the Common Areas, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members present, in person or by proxy, at the annual association meeting or a special meeting called for this purpose. The Developer shall not be subject to special assessments without its consent.

Section 5. Specific Assessments. In addition to the foregoing, the Board may levy specific assessments against individual Lots or Units where there is a particular charge attributable only to that Lot or Unit or a fine has been imposed as provided hereinafter. Such

assessment shall be made at a meeting of the Board of which the Owner involved has had thirty (30) days' notice to appear. The Developer shall not be subject to specific assessments without its consent.

Section 6. Notice and Quorum for Action. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 herein shall be delivered to the Unit or mailed by United States mail, first, postage prepaid, to the Owner of the Lot at the address appearing in the records of the Association, not less than twenty (20) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast over fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In lieu of a postponed meeting, the Board may obtain the written consent of the requisite number of members.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessment shall commence as to each Lot on the first day of the month following the month in which the Developer conveys title to the Lot or completion of the Unit, whichever occurs later. The first Annual Assessments shall be prorated in relation to the number of months remaining in the calendar year. The due date of any Special Assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-payment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall include a late charge of \$5.00¹ per month and, if not paid within thirty (30) days, interest at the rate of 15% per annum. The Association may bring an action at law against the Owner, or person personally obligated to pay the assessment, or foreclose the lien against the property, and there shall be added to the amount of such Assessment the costs of preparing and filing the Complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as provided and a reasonable attorney's fee, together with the costs of the action. No Owner may waive or otherwise except liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot or Unit. Notice of the delinquency shall be sent to both the Owner and his mortgagee, if known, prior to the initiation of legal proceedings.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. Sale or transfer of the Lot or Unit shall not affect the assessment lien. Judicial sale pursuant to an action to foreclose the said first mortgage shall extinguish the lien of any assessments which became due prior to such sale but shall not extinguish the personal liability of the Owner.

¹ Late fee increased to \$50 as per Resolution 2009-04 adopted August 10, 2009.

Section 10. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacement of any part of the Common Property and facilities or repair or maintenance of the Common Property and Common Areas as the Board deems appropriate. The amount shall be collected by assessment of the owners and shall be deemed a common expense. The reserve shall be kept in an interest bearing account and shall only be expended for the purpose of effecting the replacement of Common Property or community facilities and for operating contingencies of a non-recurring nature. The proportionate interest of each owner shall be considered appurtenant to his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot and shall be deemed to be transferred with such Lot. To initiate said reserve, the Developer shall collect from each of its grantees, at time of settlement, an amount equal to three times the monthly assessment allocable to the Lot purchased by said grantee and shall remit said amount to the Association.

Section 11. Developer Loan. The Developer shall loan the Association the sum of \$5,000.00 to fund the Association's operating account. This shall be repaid by the Association in monthly installments, without interest, at the rate of ten (10%) percent of the monthly charge collected by the Association from the Owners until the entire amount has been refunded.

ARTICLE V
INSURANCE

Section 1. Owner's Coverage. Each Owner shall keep his Unit insured against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions and comprehensive public liability insurance, under policies issued by a company or companies approved by the Board of Directors and providing for payment of monies sufficient to cover the full cost of replacing or repairing the same under insurance policies payable, in case of loss or damage, to the Owner or to the Association as their interests may appear, such rights to be evidenced by the standard clause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request. Further, the Association shall have the right to require the Owner of any Lot, Unit or other structure damaged or destroyed by fire or other peril to rebuild, reconstruct, repair, rehabilitate, and/or refurbish the Unit or structure situate upon the Lot in a manner comparable to its prior condition.

Section 2. Association Coverage. The Board, or such other person as he Board may appoint as insurance trustee, shall obtain and maintain to the extent obtainable, without prejudice to the right of each Unit Owner to insure his own Unit for his own benefit, the following insurance policies:

(1) Insurance on the Common Property in an amount equal to the full replacement value and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:

A. Loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;

B. Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, and such other insurance as the Board may from time to time determine;

C. Public liability insurance in such amounts as the Board may from time to time determine is necessary. Said insurance shall cover each member of the Board, its officers and the managing agent or manager, as well as each Owner from liability in connection with the Common Property or facilities or any decision or work performed in connection therewith;

D. Workmen's Compensation insurance to the extent necessary to comply with any applicable law;

E. Such other policies of insurance, including insurance for other risks of a similar nature, as are or shall hereafter be considered appropriate by the Board.

(2) The Board may also obtain, as a common expense, insurance of the type known as "officer's and director's liability" coverage.

(3) The premiums for the insurance coverage shall be a common expense levied by the Board against the Owners.

(4) The Board, or its designee, shall have the exclusive authority to adjust losses under the said insurance policies.

(5) Each Owner shall be responsible for his own insurance on the contents of his Dwelling Unit, the additions and improvements thereto, on all personal property wherever situated and personal liability.

ARTICLE VI

SEPARATE MORTGAGES, TAXES, UTILITY CHARGES

Section 1. Mortgages. Each Unit Owner shall have the right to mortgage or encumber his own respective Lot or Unit. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner what so ever the Common Property.

Section 2. Utilities. Each Owner shall pay for his own telephone, electricity, water, sewer, and/or other utilities which are separately metered or billed to each user by the appropriate Utility Company. Utilities not separately metered or billed shall be treated as part of the Common Expenses.

Section 3. Taxes and Assessments. The Association shall pay as a Common Expense all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. It is the intent of this Declaration that inasmuch as the interest of each Owner to use and enjoy the Common Property is an interest in real property on a proportionate basis appurtenant to each Lot, the value of the interest of each Owner in such Common Property shall be included in the assessment for each

such Lot, and as a result any assessment directly against such Common Property should be of a nominal nature.

ARTICLE VII

UTILITY SERVICE CONNECTIONS

The rights and duties of the Owners of Lots or Units within the property with respect to utility service connections, including sanitary and storm sewer, water, electric and telephone lines and related facilities, shall be governed by the following:

(a) Wherever utility service connections, or any portion thereof, lie in or upon a Lot or Unit owned by other than the Owner of a Lot or Unit served by the connections, or in or upon the Common Property, the Owner of any Lot or Unit served by the connections shall have the right and license from time to time to enter upon the Lots or to have the respective utility companies enter upon the Lots or Common Property in or upon which the connections, or any portion thereof, lie in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.

(b) Whenever utility service connections serve more than one Lot or Unit, the Owner of each Lot or Unit served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot or Unit and shall have the same license and right as are provided immediately hereinabove with respect to portions lying in or upon Lots owned by other Owners.

(c) Storm water drainage systems and sanitary sewage systems shall be maintained by the association as a common expense unless such systems are dedicated to and accepted by a public authority.

(d) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors, which shall decide the dispute and the decision of the Board shall be final and conclusive on the parties.

ARTICLE VIII

ENCROACHMENTS

Each Lot and Unit within the Property is hereby declared to have an easement over all adjoining Lots and the Common Property for the purpose of ingress, egress and regress to and from the Unit erected on said Lot for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement of the structure, roof overhangs, architectural or other appendages, drainage of rainwater, maintenance or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment or settlement; provided, however, that in no event shall a valid easement for encroachment be created in favor

of an Owner or Owners. In the event a unit or other structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot and Unit agree that the same encroachment may be re-established, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

ARTICLE IX

ARCHITECTURAL STANDARDS

All property which is now or may hereafter be subjected to this Declaration is subject to architectural review. This review shall be in accordance with this Article and such procedures as may be adopted by the Board. The Board of Directors shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee.

Section 1. New Construction. The Developer shall have complete authority and discretion to control all new construction on the Property until such time as dwelling Units have been constructed on all Lots. The Developer shall not be subject to any review or control by the Association with respect to new construction.

Section 2. Architectural Review Committee. After completion of any new construction by the Developer, no building addition, fence, wall or other structure, addition or alteration of any nature shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, size, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval shall not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to new dwelling Units by the Developer. Nothing contained herein shall limit the right of an owner to remodel or paint the interiors of his Unit.

ARTICLE X

USE RESTRICTIONS AND RULE MAKING

Section 1. Use Restrictions. The Property is intended to be used for the following purposes, and their use is hereby restricted as follows:

- (a) Unit Restrictions. No Lot or Unit may be divided or subdivided into a smaller lot or unit, nor may any portion of any Lot or Unit be added to or incorporated into another Lot or Unit, nor any portion less than all thereof sold or otherwise transferred. Notwithstanding anything contained herein, the Developer has the right to use any Lots or Units owned by it for models and for sales offices and administrative offices.

- (b) Use of Common Property. The Common Property and facilities may be used by all Unit Owners and/or residents, their families, guests and invitees, subject to such rules and regulations as may be established by the Association.
- (c) Unit Maintenance. Each Unit Owner shall furnish and be responsible, at his own expense, for all of the maintenance, repairs and replacements within his own Unit and also for all exterior maintenance required in and about their Unit. If any required maintenance is not performed within twenty (20) days after the Association has given the Unit Owner written notice to do so the Association may, in its discretion, perform such maintenance and charge the Unit Owner for any expense involved, which charge may be enforced as provided in Article IV thereof as an assessment against said Unit.
- (d) Prohibited Use. No articles of personal property belonging to any Unit Owner shall be stored on any portion of the Common Property without the prior written consent of the Board. Nothing shall be done or kept in any Dwelling Unit or in the Common Property or Common Areas which violates the law or which will increase the rate of insurance on any building or contents thereof.
- (e) Exterior Attachments. Owners shall not cause or permit anything to be placed on the outside walls of any building, and no awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or roofs without the written consent of the Board of Directors.
- (f) Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (g) Signs. No sign of any kind shall be displayed to the public view on any Lot or Unit except one sign on not more than one square foot identifying the residence of a professional, one sign of not more than five square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales period. The Board shall have the right to erect entrance signs, directional and traffic signs and such other signs on the Common Property as it deems appropriate.
- (h) Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time in rules and regulations by the Association. Garbage containers must be kept out of public view except on collection days.
- (i) Residential Use. All Lots and Units shall be for private residential purposes only.
- (j) Laws. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Property by the residents.
- (k) Laundry-Lines. Laundry poles and lines outside of Units are prohibited except that one portable laundry dryer, not more than seven feet high, may be used in the rear of

each unit on days other than Sundays and legal holidays, and such dryer shall be removed from the outside when not in actual use.

- (l) Temporary Structures. No structure of a temporary character, dog house, trailer, tent, shack, garage, barn or other out-building shall be used on any Lot at any time either temporarily or permanently except by the Developer in completing the Development.
- (m) Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit on any Lot or in the Common Areas, except that dogs, cats or other household pets may be kept in the Units, subject to the rules and regulations adopted by the Association. All household pets must be kept leashed when outside the Unit.
- (n) Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot or Common Area of any automobile, truck, tractor, mobile home, boat or other transportation device of any kind, unless approved by the Board in the Rules and Regulations hereinafter adopted. No owners or tenants shall repair or restore any vehicle of any kind upon any Lot or Common Area except for normal maintenance or emergency repairs. No vehicles of any type may be parked on the streets of the Property and guest parking may not be used by residents of Units. In addition, the Board shall have the right to adopt further detailed rules and regulations concerning parking and the operation of vehicles on the Property.
- (o) Motorcycles. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any unpaved portion of the Common Areas.
- (p) Landscaping. All landscaping shall be performed by the Association and planting of trees, hedges, shrubs, etc. by the residents is prohibited. No trees shall be removed from any Lot or Common Property without written approval of the Board or the Architectural Review Committee. The Board may, from time to time, promulgate such rules and regulations regarding the preservation of trees, vegetation, wildlife and other natural resources as it deems necessary. [See Rules adopted May 8, 1992]
- (q) Drainage. No structure, planting or other material may be store or erected on the property which interferes with any easement for the installation or maintenance of utilities, or interferes with, retards the flow of, or changes the direction of any drainage channel of drainage easement.
- (r) Association Maintenance. It shall be the responsibility of the Association to maintain all landscaping and landscape structures within individual lots, upon the open space or on public rights of way within the subdivisions.

Section 2. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units, including the imposition of reasonable user fees and limits upon the number of permitted guests. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees and agents, until and unless such regulation, rule or requirement be specifically overruled, cancelled or modified by the Board, or, in a regular or special meeting, by the vote of the members, including

the Class "B" members so long as such membership shall exist. The Board shall have the authority to impose reasonable monetary fines and other sanctions or to seek injunctive relief. Such fines shall be deemed to be liquidated damages and their assessment and collection is hereby consented to by each Owner, and all persons claiming title through them.

Section 3. Procedure. The Board shall not impose a fine, suspend voting or infringe upon any other rights of a member or other occupant for violations of rules and until the following procedure is followed:

(a) **Demand.** Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- i. The alleged violation;
- ii. The action required to abate the violation; and
- iii. A time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing if the violation is not continuing.

(b) **Notice.** At any time within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice, personally or by regular or certified mail, of a hearing to be held by the Board in executive session. The notice shall contain:

- i. The nature of the alleged violation;
- ii. The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice.
- iii. An invitation to attend the hearing and produce any statement, evidence and witnesses on his behalf; and
- iv. The proposed sanction to be imposed.

(c) **Hearing.** The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer, director or agent delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

ARTICLE XI

CONDEMNATION

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Property on which improvements have been constructed, then, unless within sixty (60) days after such taking the Class "B" members (if such membership shall then exist) and at least seventy-five (75%) percent of the Class "A" members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the provisions hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE XII

RIGHTS OF ELIGIBLE MORTGAGE HOLDERS

Section 1. Notice of Action. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number or address, any institutional holder of a first mortgage to a Lot or Unit (hereinafter referred to as an "Eligible Mortgage Holder") or the insurer or guarantor of an eligible mortgage shall be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which effects a material portion of the Property or any Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder, insurer or guarantor, as applicable;
- (b) Any delinquency in the payment of assessments or charges owed by the owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of an Eligible Mortgage Holder as specified in Section 2.

Section 2. Other Provisions for Eligible Mortgage Holders. To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:

- (a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by a majority of the Eligible Mortgage Holders.
- (b) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of a majority of the Eligible Mortgage Holders.
- (c) When professional management has been previously required by any Eligible Mortgage Holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self-management by the Association shall require the prior consent of owners of Lots to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of a majority of the Eligible Mortgage Holders.
- (d) Any holder, insurer or guarantor of a first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding year, if one is available, or to have an audited statement prepared at their expense if one is not otherwise available.
- (e) The Association shall not abandon, alienate, release, partition, hypothecate, subdivide, encumber, sell, or transfer a substantial part of the Common Property without the consent of a majority of the Eligible Mortgage Holders; provided, however, the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Property shall not be deemed a transfer within the meaning of this clause;
- (f) The Association shall not change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner without the consent of a majority of the Eligible Mortgage Holders;
- (g) The Association shall not by act or omission, change, waive, or abandon the system of regulations and enforcement established in this Declaration for architectural design or the exterior appearance and maintenance of Lots and Units, and the maintenance of the Common Property without the consent of majority of the Eligible Mortgage Holders;
- (h) The Association shall not use hazard insurance proceeds for losses to any Common Property for other than the repair, replacement, or reconstruction of such Common Property without the consent of two-thirds of the Eligible Mortgage Holders.

Section 3. Payment of Taxes. Eligible Mortgage Holders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Property and may pay overdue premiums on hazard insurance policies or secure new

hazard insurance coverage on the lapse of a policy for such Common Property. Eligible Mortgage Holders making such payments shall be owed immediate reimbursement therefor from the Association.

Section 4. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or any other party priority over any rights of an Eligible Mortgage Holder pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Common Property.

ARTICLE XIII

PHASED DEVELOPMENT

The Developer may submit additional parts of the land described in Exhibit "A" to the provisions of this Declaration to be used as Lots, Common Property or Common Areas and cause them to be subjected to the covenants, conditions, easements, restrictions, charges and liens herein provided without the consent of the members or Eligible Mortgage Holders. This will be accomplished by recording a Supplementary Declaration or similar instrument subjecting such land to the scheme of this Declaration, including all of the covenants, conditions, easements, restrictions, charges, and liens appropriate thereto. Title to any Common Property in any successive phase shall be conveyed to the Association, subject to all prior grants and reservations of coal, oil, gas, mining rights, rights of way, building line, building and use restrictions, all exceptions, easements, and conditions as the same may be and appear in prior instruments of record, including those set forth in this Declaration, a Supplementary Declaration, or similar instruments, except current real property taxes, which taxes shall be prorated to the date of conveyance. No more than 70 additional lots will be contained in said additional property, which is described on Exhibit "A" attached hereto. Additional phases shall be added at the discretion of the Developer, provided that FHA/VA approval shall be required if development is not completed within seven (7) years of recording of this Declaration. All intended improvements shall be substantially completed prior to annexation of each phase. All such improvements shall be consistent with the initial improvements in terms of quality of construction, but may be otherwise altered to meet marketing requirements.

ARTICLE XIV

LEASING

Units may be rented or leased only by written leases. All tenants shall be subject to the terms and conditions of this Declaration, the By-Laws, the Articles of Incorporation, and the Rules and Regulations promulgated there under as though such tenant were an Owner.

Each Owner agrees to cause his lessee, occupant, or, persons living with such Owner or with his lessee to comply with the Declaration, By-Laws, and the Rules and Regulations promulgated there under, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the unit are fully liable for any violation of the documents and regulations; failure to comply shall be, at the Board's

option, considered a default in the lease, and all leases shall contain provisions to this effect. The Board shall have the right to require approval of all leases to insure compliance with this Article.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions, and the administrative rules and regulations adopted pursuant thereto, shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction, imposed by this Declaration either to restrain violation or to recover damages, or to collect any liens or charges imposed pursuant to this Declaration, and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Board may impose fines or other sanctions, collection of which shall be as provided in Article IV hereof. The expense of enforcement by the Association (including reasonable attorney's fees) shall be chargeable to the Lot Owner violating these covenants and restrictions, and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder. Before an individual Owner may act to enforce any provisions of this Declaration notice must be given to the Board of Directors and the Board given a reasonable opportunity to take appropriate action.

Section 2. Powers and Authority of the Association. The Association shall have all of the powers of a nonprofit corporation organized under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended by an instrument signed by the Owners of Lots representing not less than seventy-five (75%) percent of the votes eligible to be cast by the Members of the Association, except as to the following:

- (a) The consent of sixty-seven (67%) per cent of the Lot Owners and Eligible Mortgage Holders shall be required to terminate the legal status of the project.
- (b) The consent of sixty-seven (67%) percent of the Lot Owners and fifty-one (51%) percent of the Eligible Mortgage Holders shall be required to add or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas;
- (4) Insurance or Fidelity bonds;
- (5) Rights to use of the Common Areas;
- (6) Responsibility for maintenance and repair of the several portions of the project;
- (7) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (8) Boundaries of any lot;
- (9) The interests in the general or limited common areas;
- (10) Leasing of units;
- (11) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- (12) Any provisions which are for the express benefit of mortgage holders, Eligible Mortgage Holders or eligible insurers or guarantors of first mortgages on unit estates.

(c) Any such amendment shall be effective upon recordation in the Office of Recorder of Deeds of Allegheny County. The recital in any such amendment that it has been executed and acknowledged by the specified percentage of Owners shall be conclusive and binding on all persons. No amendment shall be effective to alter any rights granted to Developer by this Declaration unless consented to in writing.

Section 5. The Common Property. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Property and all improvements thereon (including furnishings and equipment related thereto), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

Section 6. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof and any other personnel as the Association's Board of Directors shall determine to be necessary or desirable for the proper operation of the Property. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. If the Association enters into a management agreement, it shall be by written contract cancelable upon no more than ninety (90) days written notice. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration.

The Association may but shall not be required to arrange as an Association expense with others to furnish water, trash collection, sewer service and other common services to each Unit.

Section 7. Personal Property and Real Property for Common Use. The Association through action of its Board of Directors may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9. Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases or mortgages the Owner's property, the Owner will be required to give to the Association, in writing, the name and address of the purchaser, lessee or mortgagee of the property. All leases shall be subject to this Declaration and the authority of the Board of Directors to regulate the conduct of any person on the Property.

Section 10. Captions. Captions are for convenience and reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

Section 11. Gender. As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for singular and the singular for the plural where appropriate and words of any gender shall mean to include any other gender.

Section 12. Matters of Dispute. Matters of dispute or disagreement between Association members or with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board of Directors, which determination shall be binding on all Association members.

Section 13. Liability of the Board. The Members of the Board and its officers shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Owners shall indemnify and hold harmless each of the members of the Board and each of the Officers against all expenses or liability to others arising out of their position as an officer or member of the Board or arising out of contracts made by them or any of them on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. They shall not be liable for any mistake of judgment or negligence except for their own willful malfeasance, misfeasance, misconduct or bad faith. The Association may obtain as a common expense the type of insurance commonly known as Directors and Officers Liability coverage in order to encourage service on the Board of Directors and to fund this obligation.

Section 14. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 15. FHA/VA Approval. So long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional property, dedication of Common Areas or Common Property and amendment of this Declaration.

Section 16. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to and be enforceable by the Association or any Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a period of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by than the owners of seventy-five per cent (75%) of the Lots, and sixty-seven (67%) per cent of the eligible mortgage holders, has been recorded prior to the commencement of any ten year period in the office of Recorder of Deeds of Allegheny County.

Section 17. Pennsylvania Municipality Planning Code. This Declaration shall be construed to grant Hampton Township all of the rights, duties, and responsibilities provided for by the Pennsylvania Municipalities Planning Code (53 P.S. 410101, et. seq.) as amended, as it may refer to the common property and any right of access, and the Hampton Township Zoning Ordinance.

WITNESS the execution hereof at Pittsburgh, Pennsylvania, the day and year first above written by Arbor Ventures, a partnership consisting of:

ATTEST:

Raymond H. Smith, Inc.

By /s/ Mary Jo Smith

By /s/ Raymond H. Smith

(CORPORATE SEAL)

First Service Corporation

 /s/ John W. Fahnestock, Jr.

By /s/ Mark A. Oluvic
Vice President

(CORPORATE SEAL:)

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF ALLEGHENY :

On this 19th day of April, 1983, before me, a Notary Public, the undersigned officer, personally appeared Raymond H. Smith, who acknowledged himself to be the President of Raymond H. Smith, Inc., a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ John T. Guest
Notary Public

My Commission Expires: May 11, 1985

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF ALLEGHENY :

On this 19th day of April, 1983, before me, a Notary Public, the undersigned officer, personally appeared HARK A. OLUVIC, who acknowledged himself to be the Vice President of First Service Corporation, a Pennsylvania corporation, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ John T. Guest
Notary Public

My Commission Expires: May 11, 1985

ALL those two certain tracts or parcels of ground situated in the Township of Hampton, County of Allegheny and Commonwealth of Pennsylvania, being separately bounded and described as follows, to-wit:

First: BEGINNING at a point at or near the center of a Township Road now called Duncan Avenue Extension and at the Southwest corner of tract herein described and on line of lands now or formerly of Schuckert Heirs; thence along line of lands now or formerly of Schuckert Heirs, North $9^{\circ} 35' 20''$ East 1196.81 feet to an iron pin at the Northwest corner of land herein described; thence along line of lands now or formerly of Price, South $62^{\circ} 26' 40''$ East, 415.37 feet to a post; thence North $89^{\circ} 23'$ East 543.61 feet to a mark on rock; thence along line of lands now or formerly of Vogel, South $70^{\circ} 31' 30''$ East, 469.51 feet to a stone at the Northeast corner of tract herein described; thence along line of lands now or formerly of Bryant and Murren, South $26^{\circ} 15'$ West 1523.52 feet to a point in the Township Road, now called Duncan Avenue Extension, and at the Southeast corner of tract herein described; and thence along a line in said Duncan Avenue Extension, North $58^{\circ} 59'$ West 1026.8 feet to the place of beginning.

CONTAINING 36.485 acres

EXCEPTING THEREFROM 1.1254 acres as described in the three following deeds of record in the Recorder's Office of Allegheny County in Deed Book Volume 2295, page 194; Deed Book Volume 2294, page 360; and Deed Book Volume 2740, page 303.

Second: BEGINNING at a point in the center of Sample Road, on line of Louis Berman and A. Westhoff, said point being North $26^{\circ} 26' 10''$ East 345.35 feet measured along said dividing line from the Northerly side of Duncan Avenue, 60 feet wide; thence along the line of Louis Berman and property of which this is a part, North $26^{\circ} 26' 10''$ East, a distance of 1158.13 feet to an iron pin on line of C. McKelvey; thence along line of C. McKelvey, South $44^{\circ} 18' 10''$ East, a distance of 872.29 feet to center of Sample Road; thence along center line of Sample Road, South $43^{\circ} 05' 20''$ West, 110.67 feet, more or less; thence by the arc of a circle having a radius of 247.34 feet, a distance of 190.06 feet to a point; thence South $87^{\circ} 07'$ West, 252.43 feet to a point; thence South $67^{\circ} 33'$ West, 163.68 feet to a point; thence South $77^{\circ} 17'$ West 167.77 feet to a point; thence North $70^{\circ} 50' 40''$ West 79.20 feet to a point; thence by the arc of a circle having a radius of 111.27 feet, a distance of 131.96 feet to a point; thence South $41^{\circ} 11' 40''$ West, 180.61 feet to the place of beginning.

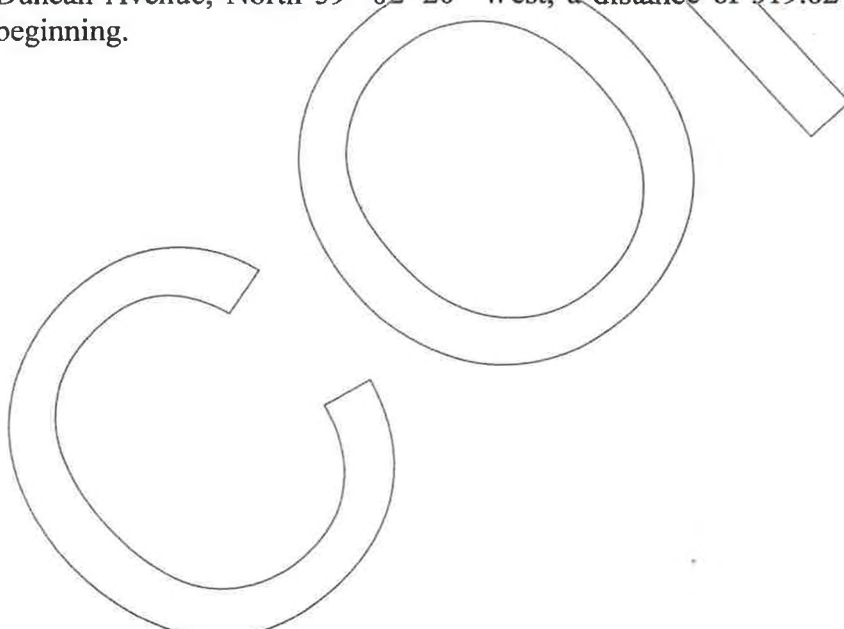
CONTAINING 10.85 acres.

EXCEPTING AND RESERVING THEREFROM and thereout that certain tract of land granted to the Hampton Township Sanitary Authority through eminent domain proceedings by that Declaration of Taking dated June 29, 1978 and recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 5959, page 714.

EXHIBIT A

ALL that certain tract or parcel of ground situated in the Township of Hampton, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point in the center of a Township Road known as Duncan Avenue at the Southwest corner of the tract herein described and on line of lands now or formerly of B.M. Gardner; thence along the line of lands now or formerly of B.M. Gardner, North 30° 37' 40" East, a distance of 228.57 feet to a point; thence North 4° 8' 20" West, a distance of 300.23 feet to a point; thence North 86° 37' 30" West, a distance of 160.36 feet to a point; thence along line of lands now or formerly of G.W. Bowman, North 9° 32' 00" East, a distance of 778.13 feet to a point on line of lands now or formerly of D.M. Chenoweth; thence South 75° 56' 00" East, a distance of 427.00 feet to a point on line of land now or formerly of R.L. Sims; thence South 6° 48' 00" West, a distance of 573.39 feet along line of lands now or formerly of Arbor Ventures, to a point; thence South 51° 27' 00" West, a distance of 90 feet to a point; thence South 17° 33' 00" East, a distance of 267.49 feet to a point; thence South 52° 18' 17" East, a distance of 71.44 feet to a point; thence along the line of a circle curving to the left in a Southeasterly direction and having a radius of 25.00 feet, an arc distance of 23.55 feet to a point; thence along line of a circle curving to the right in a Southwesterly direction and having a radius of 60.00 feet, an arc distance of 101.49 feet to a point; thence along line of a circle curving to the left in a Southwesterly direction and having a radius of 25.00 feet, an arc distance of 21.68 feet to a point; thence South 30° 57' 40" West, a distance of 255.19 feet to a point; thence along the line of a circle curving to the left in a Southeasterly direction and having a radius of 40.00 feet, an arc distance of 62.83 feet to a point; thence South 30° 57' 40" West, a distance of 30.00 feet to a point in the center line of Duncan Avenue aforesaid; thence along the center line of the said Duncan Avenue, North 59° 02' 20" West, a distance of 319.82 feet to a point at the place of beginning.



COMMON PROPERTY BEING DEEDED TO THE ASSOCIATION

ALL that certain tract or parcel of ground situated in the Township of Hampton, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point in the center of a Township Road known as Duncan Avenue at the Southwest corner of the tract herein described and on line of lands now or formerly of B.M. Gardner; thence along the line of lands now or formerly of B.M. Gardner, North 30° 37' 40" East, a distance of 228.57 feet to a point; thence North 4° 8' 20" West, a distance of 300.23 feet to a point; thence North 86° 37' 30" West, a distance of 160.36 feet to a point; thence along line of lands now or formerly of G.W. Bowan, North 9° 32' 00" East, a distance of 778.13 feet to a point on line of lands now or formerly of D.M. Chenoweth; thence South 75° 56' 00" East, a distance of 427.00 feet to a point on line of land now or formerly of R.L. Sims, thence South 6° 48' 00" West, a distance of 573.39 feet along line of lands now or formerly of Arbor Ventures, to a point; thence South 51° 27' 00" West, a distance of 90 feet to a point; thence South 17° 33' 00" East, a distance of 267.49 feet to a point; thence South 52° 18' 17" East, a distance of 71.44 feet to a point; thence along the line of a circle curving to the left in a southeasterly direction and having a radius of 25.00 feet, an arc distance of 23.55 feet to a point; thence along line of a circle curving to the right in a southwesterly direction and having a radius of 60.00 feet, an arc distance of 101.49 feet to a point; thence along line of a circle curving to the left in a Southwesterly direction and having a radius of 25.00 feet, an arc distance of 21.68 feet to a point; thence South 30° 57' 40" West, a distance of 255.19 feet to a point; thence along the line of circle curving to the left in a Southeasterly direction and having a radius of 40.00 feet, an arc distance of 62.83 feet to a point; thence South 30° 57' 40" West a distance of 30.00 feet to a point in the center line of Duncan Avenue aforesaid; thence along the center line of the said Duncan Avenue, North 59° 02' 20" West, a distance of 319.82 feet to a point at the place of beginning.

EXCEPTING THEREFROM Lots 1 through 23, inclusive, and Bordeaux Lane, as shown on the Plan of the Arbors as recorded in the Office of the Recorder of Deeds of Allegheny County in Plan Book Volume 125, pages 22 and 23.



DECLARATION - RATIFICATION

This Declaration – Ratification is hereby made this 14th day of March, 1989 by Arbor Ventures, a Pennsylvania General Partnership, composed of First Service Corporation and Raymond H. Smith, Inc., both being Pennsylvania Corporations, by Raymond H. Smith, Jr., their Attorney-in-Fact, (see Power of Attorney dated April 6, 1983 and recorded in Power of Attorney Book Volume 123, page 329), (hereinafter Arbor Ventures).

WHEREAS, Arbor Ventures acquired certain tracts of land from Sam Calig and Mabel Calig, his wife, situate in the Township of Hampton, County of Allegheny and Commonwealth of Pennsylvania, by deed dated October 18, 1982, and recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 6552, page 201; and

WHEREAS, Arbor Ventures has entered upon the development of such tracts of land into residential plans of lots known as the Arbors Plan of Lots, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 125, pages 22 and 23, and the Arbors – Two Plan of Lots, as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 129, pages 108 through 111, inclusive and

WHEREAS, Arbor Ventures has by various deeds of record, heretofore conveyed numerous lots in said recorded plans; and

WHEREAS, many of said deeds erroneously referred to Arbor Ventures as "joint venture", rather than a general partnership; and

WHEREAS, Arbor Ventures is desirous of acknowledging of record such erroneous reference and of confirming that it was acting and conveying title as a Pennsylvania General Partnership.

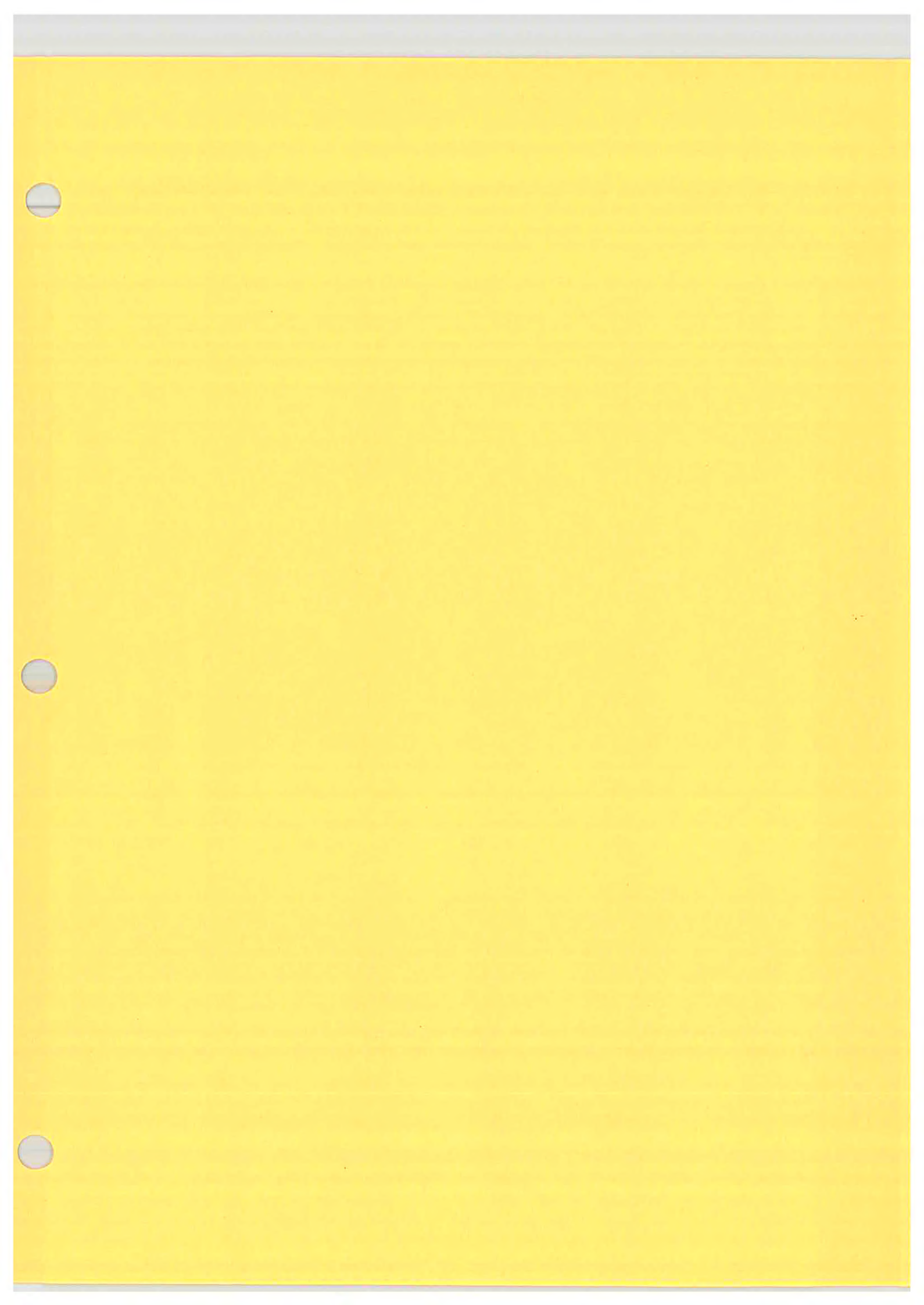
NOW, THEREFORE, and intending hereby to be legally bound, Arbor Ventures does hereby confirm and ratify any and all deeds or other instruments heretofore filed of record in the Recorder's Office of Allegheny County, Pennsylvania, conveying or in any manner affecting the ownership, rights, privileges or duties of any and all owners of lots within the aforementioned plans known as the Arbors Plan of Lots or the Arbors - Two Plan of Lots, the same as if such erroneous recital of "joint venture" had never been contained therein and does hereby confirm, adopt and ratify each and every such deed or instrument as if the same had correctly identified Arbor Ventures, as a Pennsylvania General Partnership.

ARBOR VENTURES

By:

Raymond H. Smith, Jr.
Attorney-in-Fact
(See P/A Volume 123, Page 329)

Witness



THE ARBORS

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDMENT made this 1st day of July, 1986 by ARBOR VENTURES
(hereinafter referred to as "Developer").

WHEREAS, on April 20, 1983 a Declaration of Covenants, Conditions and Restrictions for
"The Arbors", a planned unit development, located in Hampton Township, Allegheny County,
Pennsylvania (the "Development"), was recorded in the Office of the Recorder of Deeds of
Allegheny County, Pennsylvania, at Deed Book volume 6640, page 491; and

WHEREAS, on March 16, 1983 the Plans for Phase I of said Development were recorded
in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Plan Book
Volume 125, pages 22-23; and

WHEREAS, on May 29th, 1986 an Amended Plan showing Phase II of said Development
was recorded in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Plan
Book Volume 137, pages 108 - 111 incl; and

WHEREAS, the Developer wishes to amend the said Declaration to include additional
property pursuant to the provisions of Article XIII of said Declaration.

NOW, THEREFORE, the Developer hereby amends the Declaration of Covenants,
Conditions and Restrictions for The Arbors by adding the Additional Real Estate described in
Exhibit "B-1" attached hereto and made part hereof. Pursuant to the terms of the Declaration, the
Common Property to be conveyed to the Association in connection with Phase II of the
Development is described in Exhibit "C-1" attached hereto and made part hereof.

Except as modified, amended, revised and expanded above, Developer, for itself, its successors and assigns, hereby restates, republishes and reaffirms the original Declaration.

IN WITNESS WHEREOF, this document has been executed the day and year first above written.

ATTEST:

ARBOR VENTURES
BY: RAYMOND H. SMITH, INC.

(CORPORATE SEAL)

BY: _____

BY: FIRST SERVICE CORPORATION

(CORPORATE SEAL)

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 1st day of July, 1986, before me, a Notary Public, personally appeared RAYMOND H. SMITH, JR., who acknowledged himself to be the President of RAYMOND H. SMITH, INC., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 21st day of August, 1986, before me, a Notary Public, personally appeared _____, who acknowledged himself to be the V.P. of FIRST SERVICE CORPORATION, a corporation, and that he as such V.P., being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as V.P.

Notary Public

MY COMMISSION EXPIRES:

C O R P O R A T I O N

ALL that certain tract or parcels of ground situate in the Township of Hampton, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit:

BEGINNING at a point at the center line of Duncan Avenue being the Southwesterly most point of the tract of land shown in the Plan of Lots known as The Arbors - Two as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 139, pages 108 to 111 inclusive; thence from said point of beginning North 30° 57' 40" East, a distance of 30 feet to a point; thence by the arc of a circle curving to the right, having a radius of 40.00 feet an arc distance of 62.83 feet to the Easterly line of Bordeaux Lane as shown in The Arbors Plan of Lots as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book volume 125, pages 22 and 23; thence along the Easterly line of Bordeaux Lane the following courses and distances: North 30° 57' 40" East, a distance of 255.19 feet to a point; thence by an arc of a circle curving to the right having a radius of 25.00 feet an arc distance of 21.68 feet to a point; thence by an arc of a circle curving to the left having a radius of 60.00 feet, an arc distance of 101.49 feet to a point; thence by an arc of a circle curving to the right having a radius of 25.00 feet an arc distance of 23.55 feet to a point; thence crossing said Bordeaux Lane and continuing along the Easterly line of The Arbors Plan of Lots the following courses and distances: North 52° 18' 17" West, a distance of 71.44 feet to a point; thence North 17° 33' 00" West, a distance of 267.49 feet to a point; thence North 51° 27' 00" East, a distance of 90.00 feet to a point; thence North 06° 48' 00" East, a distance of 573.39 feet to a point on line of lands now or formerly of R. L. Sims; thence along the lands now or formerly of R. L. Sims and others South 75° 56' 00" East, a distance of 500.64 feet; South 75° 48' 15" East, a distance of 471.20 feet to a point and South 47° 42' 57" East, a distance of 845.01 feet to a point on the Westerly line of Bryant Road; thence along the Westerly line of Bryant Road, the following courses and distances: South 42° 50' 50" West a distance of 165.74 feet to a point; thence by an arc of a circle curving to the right having a radius of 222.34 feet an arc distance of 170.85 feet to a point; thence South 86° 52' 30" West a distance of 230.87 feet to a point; thence by an arc of a circle curving to the left having a radius of 150.00 feet an arc distance of 51.23 feet to a point; thence south 67° 18' 30" West, a distance of 131.53 feet to a point; thence by an arc of a circle curving to the right having a radius of 100.00 feet an arc distance of 16.99 feet to a point; thence South 77° 02' 30" West, a distance of 121.41 feet to a point; thence by an arc of a circle curving to the right having a radius of 100.00 feet an arc distance of 55.63 foot to a point; thence North 71° 05' 10" West, a distance of 43.52 feet to a point; thence by an arc of a circle curving to the left having a radius of 136.27 feet an arc distance of 161.64 feet to a point; thence South 40° 57' 10" West, a distance of 164.40 feet to a point; thence by an arc of a circle curving to the left having a radius of 150.00 feet an arc distance of 38.64 feet to a point; thence South 26° 11' 40" West, a distance of 43.57 feet to a point; thence by an arc of a circle curving to the left having a radius of 150.00 feet an arc distance of 87.84 feet; thence leaving the Westerly line of Bryant Road, South 26° 11' 40" West, a distance of 227.69 feet to the center line of Duncan Avenue; thence along the center line of Duncan Avenue, North 59° 02' 20" West a distance of 542.75 feet to the point at the place of beginning.

THE aforesaid is a perimeter description of all that tract of land known as The Arbors - Two as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 139, pages 108 to 111 inclusive.

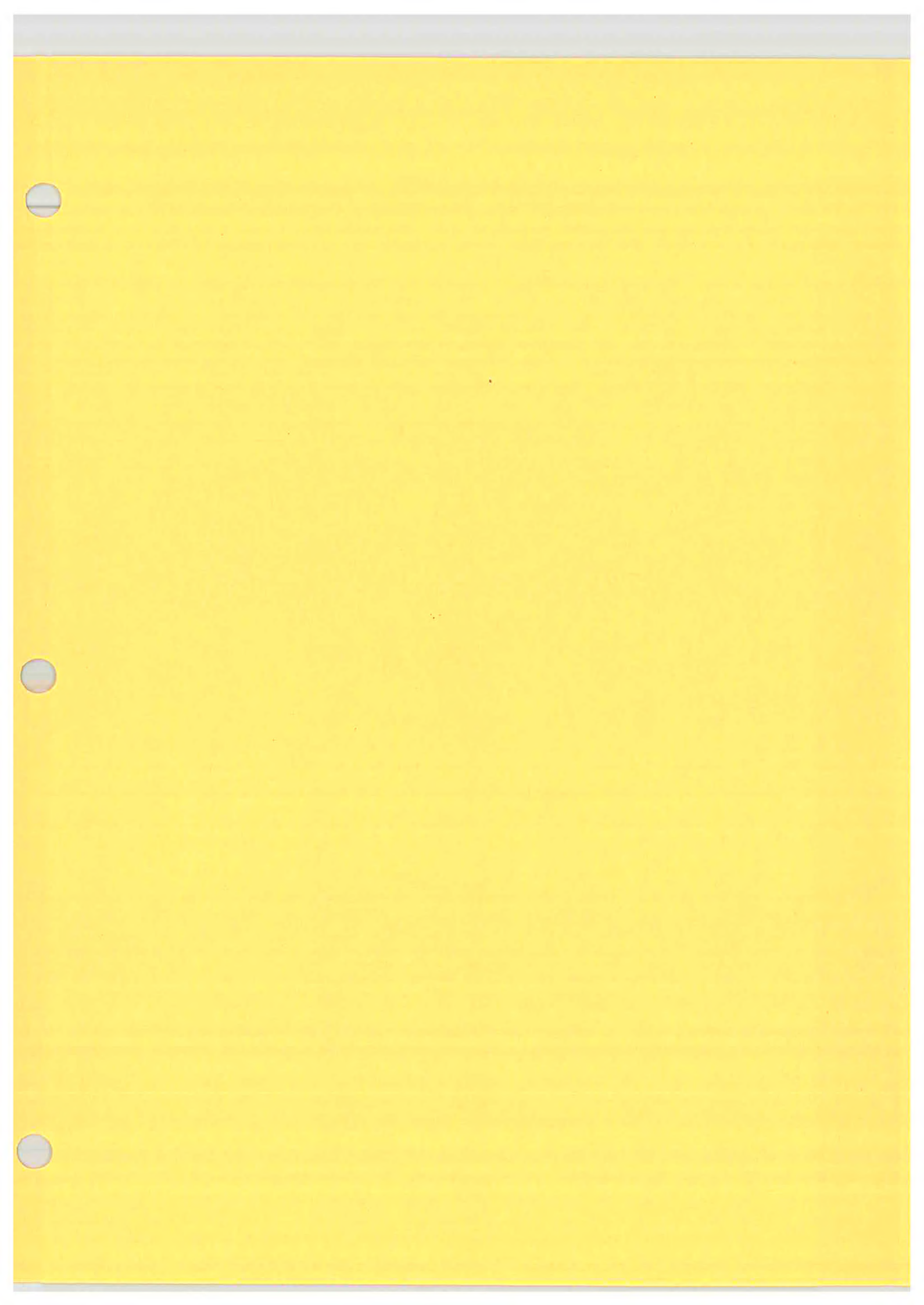
ALL that certain tract or parcel of ground situate in the Township of Hampton, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows, to-wit;

BEGINNING at a point at the center line of Duncan Avenue being the Southwesterly most point of the tract of land shown in the Plan of Lots known as The Arbors - Two as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 139, pages 108 to 111 inclusive; thence from said point of beginning North 30° 57' 40" East, a distance of 30 feet to a point; thence by the arc of a circle curving to the right, having a radius of 40.00 feet an arc distance of 62.83 feet to the Easterly line of Bordeaux Lane as shown in The Arbors Plan of Lots as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 125, pages 22 and 23; thence along the Easterly line of Bordeaux Lane the following courses and distances; North 30° 57' 40" East, a distance of 255.19 feet to a point; thence by an arc of a circle curving to the right having a radius of 25.00 feet an arc distance of 21.68 feet to a point; thence by an arc of a circle curving to the left having a radius of 60.00 feet, an arc distance of 101.49 feet to a point; thence by an arc of a circle curving to the right having a radius of 25.00 feet an arc distance of 23.55 feet to a point; thence crossing said Bordeaux Lane and continuing along the Easterly line of The Arbors Plan of Lots the following courses and distances: North 52° 18' 17" West, a distance of 71.44 feet to a point; thence North 17° 33' 00" West, a distance of 267.49 feet to a point; thence North 51° 27' 00" East, a distance of 90.00 feet to a point; thence North 06° 48' 00" East, a distance of 573.39 feet to a point on line of lands now or formerly of R. L. Sims; thence along the lands now or formerly of R. L. Sims and others South 75° 56' 00" East, a distance of 500.64 feet; South 75° 48' 15" East, a distance of 471.20 feet to a point. and South 47° 42' 57" East, a distance of 845.01 feet to a point on the westerly line of Bryant Road; thence along the Westerly line of Bryant Road, the following courses and distances: South 42° 50' 50" west a distance of 165.74 feet to a point; thence by an arc of a circle curving to the right having a radius of 222.34 feet an arc distance of 170.85 feet to a point; thence South 86° 52' 30" west a distance of 230.87 feet to a point; thence by an arc of a circle curving to the left having a radius of 150.00 feet an arc distance of 51.23 feet to a point; thence South 67° 18' 30" West, a distance of 131.53 feet to a point; thence by an arc of a circle curving to the right having a radius of 100.00 feet an arc distance of 16.99 feet to a point; thence South 77° 02' 30" West, a distance, of 121.41 feet to a point; thence by an arc of a circle curving to the right having a radius of 100.00 feet an arc distance of 55.63 feet to a point; thence North 71° 05' 10" west, a distance of 43.52 feet to a point; thence by an arc of a circle curving to the left having a radius of 136.27 feet an arc distance of 161.64 feet to a point thence South 40° 57' 10" West, a distance of 164.40 feet to a point; thence by an arc of a circle curving to the left having a radius of 150.00 feet an arc distance of 38.64 feet to a point; thence South 26° 11' 40" West, a distance of 43.57 feet to a point; thence by an arc of a circle curving to the left having a radius of 150.00 feet an arc distance of 87.84 feet; thence leaving the Westerly line of Bryant Road, South 26° 11' 40" West, a distance of 227.69 feet to the center line of Duncan Avenue; thence along the center line of Duncan Avenue, North 59° 02' 20" West a distance of 542.75 feet to the point at the place of beginning.

EXCEPTING therefrom Lots 24 through 90 inclusive and the extension of Bordeaux Lane, as shown on the Plan of Lots, known as The Arbors - Two as recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Plan Book Volume 139, pages 108-111 inclusive.

SUBJECT to rights of way and easements as shown upon the recorded plan aforesaid.





**BY – LAWS
OF
ARBORS HOMEOWNERS ASSOCIATION**

ARTICLE I

NAME AND LOCATION

The name of this corporation is ARBORS HOMEOWNERS ASSOCIATION, hereinafter called the "Association". The principal office of the Association shall be located in Hampton Township, Allegheny County, Pennsylvania but meetings of members and directors may be held at such other places as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Unless the context clearly indicates otherwise, the words and phrases used herein have the same meaning as the identical words and phrases have in the Declaration of Covenants, Conditions and Restrictions, recorded with respect to the Planned Unit Development known as "Arbors", located in Hampton Township, Allegheny County, Pennsylvania (hereinafter referred to as the "Declaration").

ARTICLE III

MEMBERSHIP

The members shall consist of all the Unit Owners of the property. Membership shall be appurtenant to and may not be separated from ownership of any Unit. The Association shall have two classes of voting membership, Class A and Class B as more fully set forth in the Declaration.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the membership shall be held within one year after the first Lot or Unit in the development is sold. Thereafter, an annual meeting of the members shall be held on the anniversary date, or within one week thereof, as set by the Board, in each succeeding year.

Section 2. Special Meetings. Special Meetings of the members may be called at any time by the President or the Board of Directors, or on written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by or at the direction of the Secretary. Such notice may be given by personal delivery, by publication, or by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and time of the meeting and, in the case of a special meeting, the purpose of the

meeting. A written waiver of notice shall be deemed equivalent to the giving of notice. The attendance of a member in person or by proxy at the meeting shall constitute a waiver of notice by such member.

Section 4. Proxies. At all meetings of members each voting member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon sale by the member of his Lot or Unit.

Section 5. Quorum. The presence, either in person or by proxy, of the members entitled to cast ten percent (10%) of all the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Declaration or these By-Laws. If a quorum is not in attendance, those members who are present may adjourn the meeting to a new date or dates, without notice other than announcement at the meeting, until a quorum as above defined shall be present or represented. Unless a different vote is required by express provision of the Declaration, the Articles of Incorporation, or these By-Laws, each questions presented at a meeting shall be determined by a majority vote of those present.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by the Board of Directors. So long as there are Class B members in the Association, members need not be Owners of Units or Lots. Thereafter, Board members shall be either Unit owners or the spouse of a Unit owner. The number of directors shall be not less than three nor more than nine. The initial Board of Directors shall have 3 members and shall be appointed by the Developer. They shall hold office until their successors have been elected at the first annual meeting. At the first annual meeting and at each annual meeting thereafter, the Board of Directors shall be appointed or elected in the manner herein provided. The number of directors may be increased to the maximum set forth herein by the vote of a majority of the Unit owners present at any annual meeting.

Section 2. Term of Office. At the first annual meeting, the members shall elect one (1) of the directors for a term of three (3) years; one (1) of the Directors for a term of two (2) years; and one (1) for a term of one (1) year. At the expiration of the initial term of office of each respective Board member, his successor shall be elected to serve a term of three (3) years. Additional Directors shall be elected for a three (3) year term. The Board members shall hold office until their successors have been elected and qualified.

Section 3. Removal or Vacancy. A director may be removed from the Board, with or without cause, by majority vote of each class of members at any special meeting called for the purpose. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for his services as a Director. However, Directors may be reimbursed for any expenses incurred in the performance of their duties.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

Section 2. Nominating Committee. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the membership to serve from the close of such annual meeting until the close of the next Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 3. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the voting members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the elected Board of Directors shall be held monthly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The initial Board of Directors shall hold meetings as required at a time and place established by the President.

Section 2. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 3. Quorum. At all meetings of the Board of Directors, a majority of the Board members shall constitute a quorum for the transaction of business, and any action taken by the majority of those present shall be regarded as the act of the Board.

Section 4. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors. They may also act if all directors are connected by conference telephone or other electronic means whereby all directors can hear each other at all times.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Areas and Common Property, and the personal conduct of the members and their guests thereon, and to establish penalties for the infractions thereof;
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties, and authority vested in or delegated to Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties;
- (f) Open bank accounts and designate the signature required;
- (g) Collect assessments;
- (h) Enforce by legal means the provisions of the Declaration, these By-Laws and any rules and regulations and bring any proceeding which may be instituted on behalf of the Owners concerning the Association;
- (h) To borrow money for the purpose of the repair or restoration of the Common Area and Common Property.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

- (b) Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed;
- (c) As more fully provided in the Declaration, to:
 - (1) Fix the amount of the annual Association Assessment against each Unit at least thirty (30) days in advance of each annual assessment period;
 - (2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- (d) Procure and maintain insurance as provided in Article V of the Declaration;
- (e) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (f) Cause the Common Area and Common Property to be maintained;
- (g) Issue or cause an appropriate officer to issue, or demand, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made for the insurance of these certificates;
- (h) Carry out any other duties imposed by the Declaration or these By-Laws.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Association shall be a President, who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the membership.

Section 3. Term. The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless they shall sooner resign, be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointments by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Compensation. The President and Vice-President shall not receive any compensation for their services, except reimbursement for out-of-pocket expenses. The Secretary and Treasurer may be compensated for their services if the Board of Directors determines that such compensation is appropriate.

Section 9. Duties. The duties of the officers are as follows:

- (a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.
- (b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board.
- (d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual

audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at the regular annual meeting.

ARTICLE X

COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint such other committees as are deemed necessary.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual Association assessments, special assessments and specific assessments, all of which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and the Board shall enforce said assessments as set forth in the Declaration. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Common Property or abandonment of his Unit.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Arbors Homeowners Association, and identification of the year and state of incorporation.

ARTICLE XIII

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the membership, by vote of a majority of a quorum of members present in person or by proxy, except that any By-Laws affecting the rights or interests of the Developer shall not be amended or modified without the written consent of the Developer.

ARTICLE XIV

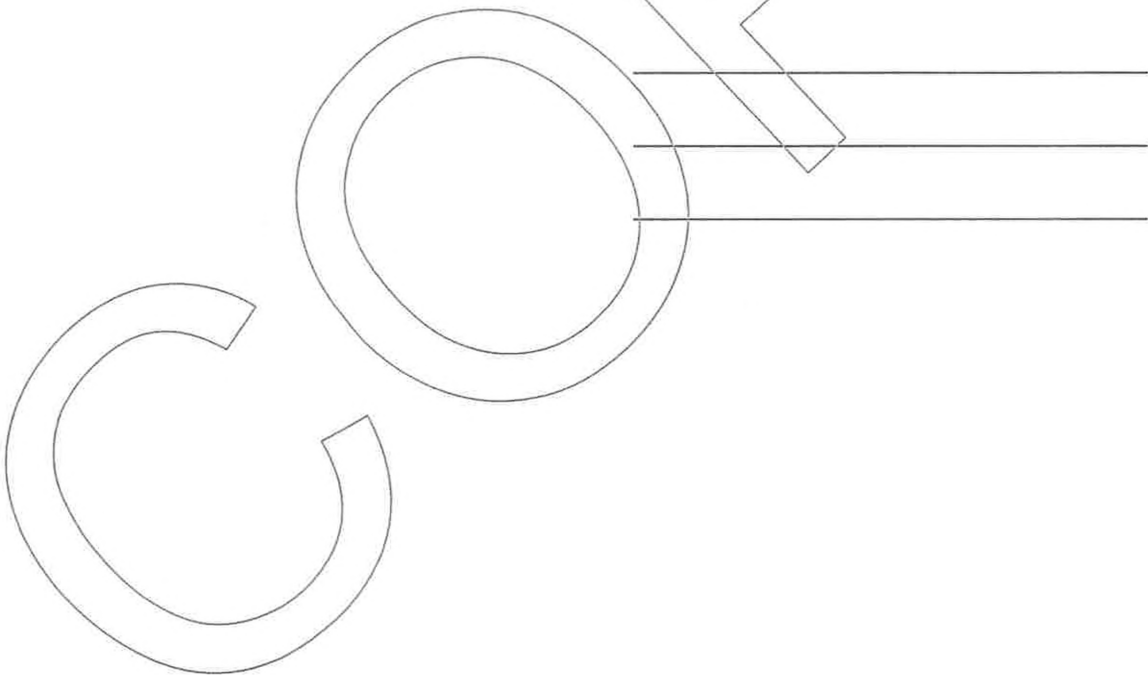
MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be fixed by the Board of Directors from time to time, subject to applicable law.

Section 2. Books and Records. The Association shall keep records and books of accounts and minutes of meetings as well as a list or record of all members. The books and records shall be available at reasonable times for inspection by any member of the Association at the Association's principal office, and copies made available at a reasonable cost.

Section 3. Conflicts. In the case of any conflicts between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, WE, being all of the first Directors of the Arbors Homeowners Association, have adopted the foregoing By-Laws this _____ day of _____, 1983.



CERTIFICATION

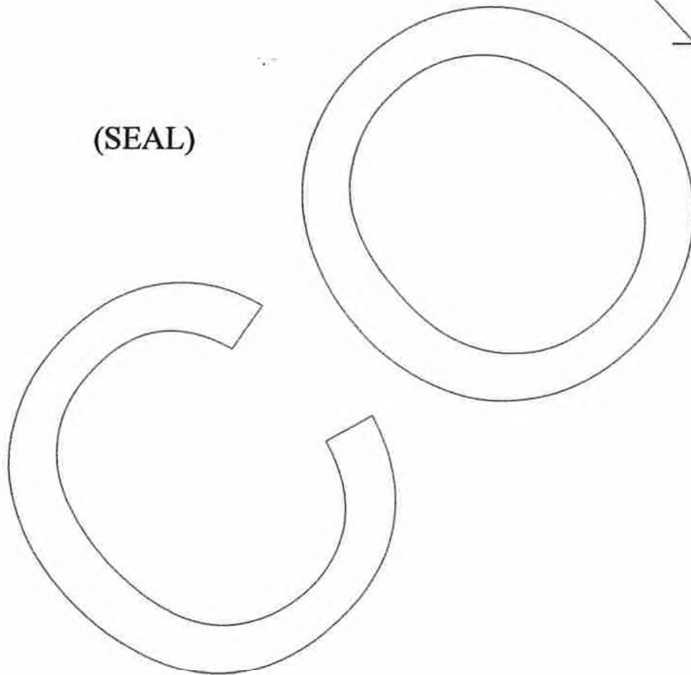
I, the undersigned, hereby certify that:

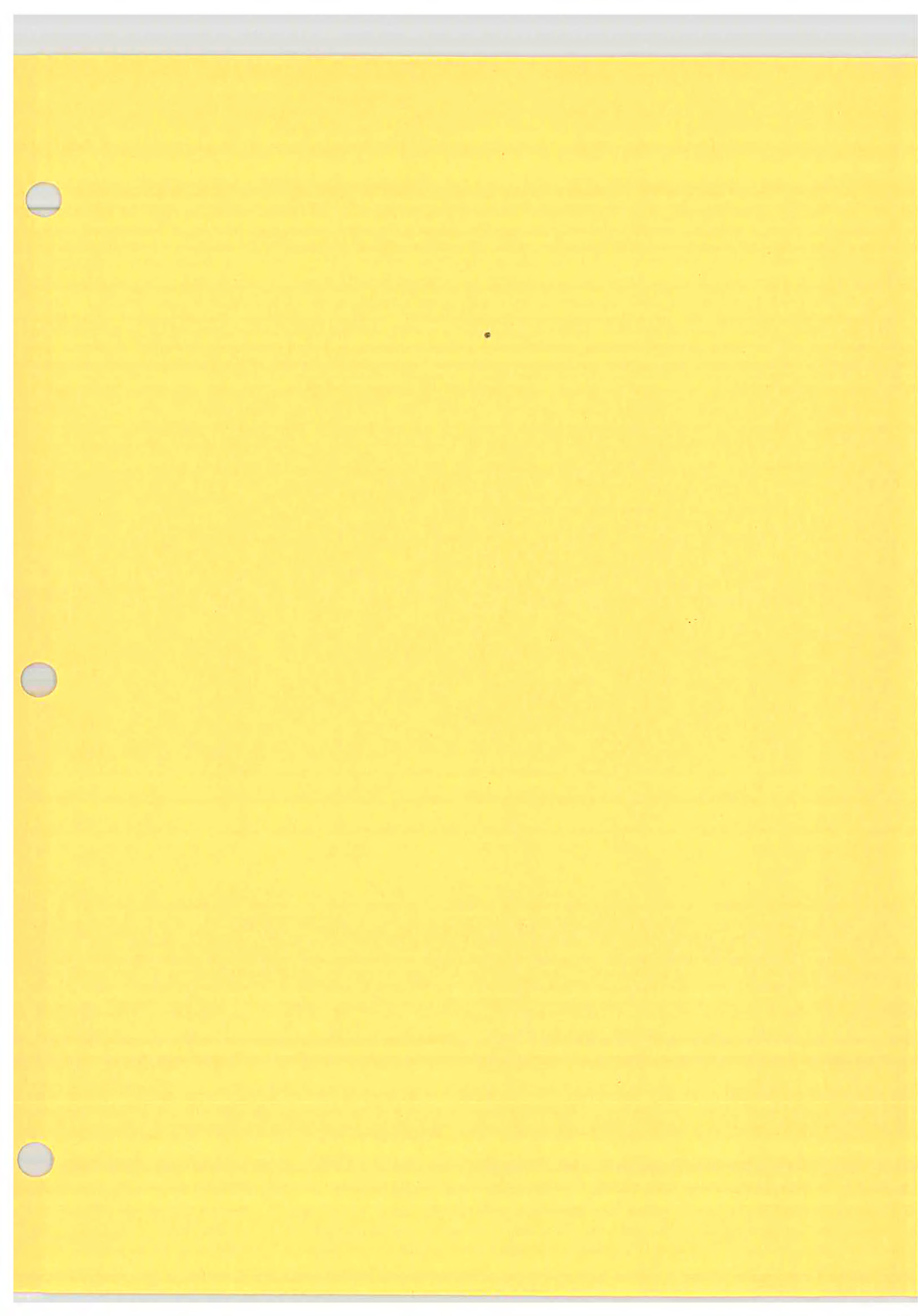
1. I am the duly elected and acting Secretary of the Arbors Homeowners Association, a Pennsylvania corporation.

2. That the foregoing By-Laws are the original By-Laws of the Association, having been duly adopted at a meeting of the Board of Directors thereof held on _____, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the corporation this _____ day of _____, 1983.

(SEAL)





RULES AND REGULATIONS OF

ARBORS

The terms herein shall have the same meanings as defined in the Declaration of Covenants, Conditions and Restrictions for the property known as the ARBORS, a planned unit development (the "Property"). All present and future owners, mortgagees, lessees and occupants of the Lots and any dwelling units (the "Units") and their agents, employees and invitees and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules, and all amendments thereof.

A. GENERAL

1. The Common Property, Lots and any Dwelling Units constructed thereon shall be used only for the purposes set forth in the Declaration and By-Laws.

2. The sidewalks and entrances shall be used only for access to and from the Units and those portions of the Common Property intended for the use of the owners, and shall not be obstructed.

3. All personal property shall be stored with the Units.

4. Nothing shall be hung, projected or shaken, and no dirt or other substance shall be thrown, swept or otherwise emitted from the windows, or patios of any Unit. Nothing shall be placed on, in or projected from the doors (other than interior doors entirely within a Unit), windows or window sills, including without limitation awnings, clotheslines, aerials, signs, air conditioners, ventilators, or fans. Only white shades, blinds, drapes, or linings thereof, shall be permitted which may be visible from the exterior of a Unit.

5. Nothing shall be done, including without limitation, cooking, working, causing vibration or odors which shall unreasonably disturb or interfere with the rights, comfort or convenience of other occupants.

6. All radio, television, phonographic, audio or other electrical equipment of any kind, and all appliances installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

7. Employees of the Association or Management Company shall not be sent off the premises by any Owner for any purpose or directed to perform any function other than those for which they are employed.

8. Garbage and refuse shall be deposited only in the containers specified by the Board and only at such times and in such manner as the Board or its agent shall direct.

9. Water and any other utilities which are not separately metered shall not be used in unnecessary or unreasonable quantities and the Unit Owner causing such use shall be liable for the cost of the amount used.

10. No Unit Owner shall keep any explosive or flammable material or substance in his Unit, except ordinary household products.

11. Unit Owners shall keep their patios free of trash, trash cans and debris.

12. Damage to any portion of the Property caused by minor children of the Unit Owners or by guests, invitees, visitors or licensees of the Unit Owners shall be repaired at the expense of the responsible Unit Owners.

13. No Unit Owner shall make, or permit his family, visitors, or licensees to make any noise or activity that will interfere with the rights, comfort, or convenience of other Unit Owners including, but not limited to, playing a musical instrument, phonograph, television or radio.

14. No radio or television antenna shall be erected or installed on the exterior walls of a Unit or on the Common Property.

15. These Rules and Regulation are adopted pursuant to the Declaration of Covenants, Conditions and Restrictions and By-Laws and may be enforced in accordance with those documents.

16. The Board reserves the right to amend these Rules and Regulations as may be required from time to time.

B. PARKING

1. No occupant of any Unit shall park any commercial vehicle, trailer, or boat in any area or abandon any automobile or other vehicle in any parking area or other part of the Common Property.

2. Residents of units shall park only in their driveway or garage. Designated areas for visitor parking may be used only by guests.

3. Traffic regulations adopted by Board shall be strictly obeyed by the Unit Owners, their agents, servants and employees, as well as by members of their families, guest, visitors, licensees and invitees.

C. PETS

1. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property subject to these restrictions upon three (3) days' written notice from the Board.

2. In no event shall any dog be permitted on or in any portion of the Common Property unless carried or on a leash. No dogs shall be curbed close to any building or patio, except in the special areas designated by the Board.

3. No exterior dog runs shall be permitted.

4. The owner shall compensate any person hurt or bitten by any pet, and shall hold the Association harmless from any claim resulting from any action of his or her pet.

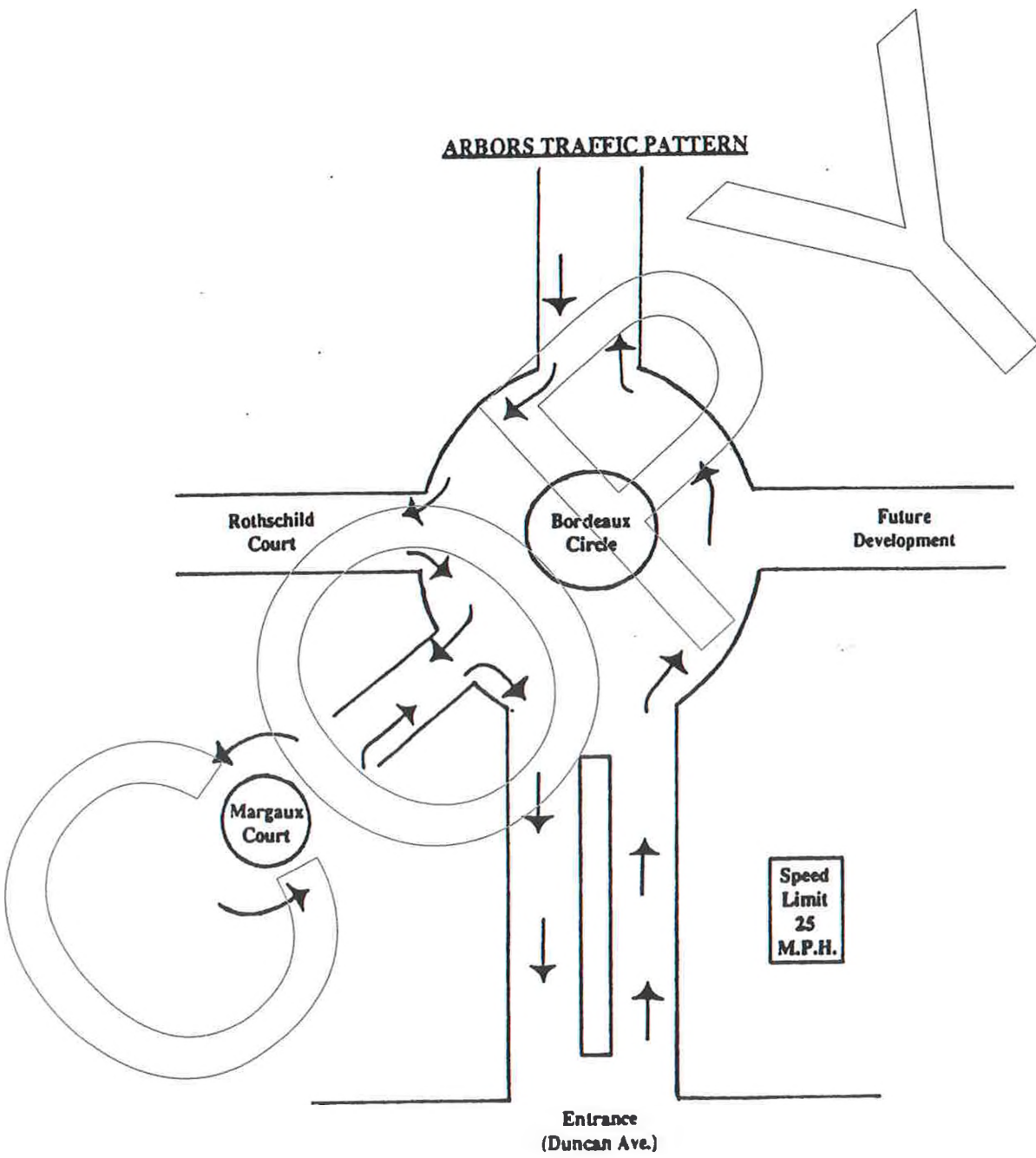
Adopted this _____ day of _____, 1983.

ATTEST:

ARBORS HOMEOWNERS ASSOCIATION

BY: _____







May 8, 1992

To: Homeowners

Subject: Landscaping

Our Association's Declaration of Covenants, Conditions and Restrictions contains the following provisions in Article X, Section 1(p):

"Landscaping - All landscaping shall be performed by the Association and planting of trees, hedges, shrubs, etc. by the residents is prohibited. No trees shall be removed from any Lot or Common Property without written approval of the Board or the Architectural Review Committee. The Board may, from time to time, promulgate such rules and regulations regarding the preservation of trees, vegetation, wildlife and other natural resources as it deems necessary."

Pursuant to its authority under that language and under Article X, Section 2, our Arbors Homeowners association Board of Directors has adopted the following rules:

1) Foundation planting provided by the Developer/Builder or added to by the Homeowner shall be the responsibility of the Homeowner for required care and maintenance as well as replacement when necessary. Homeowners may add to the foundation planting, or otherwise alter it consistent with the general landscaping found within the Arbors. The Association will from time to time arrange to mulch, feed, spray, and trim foundation plantings.

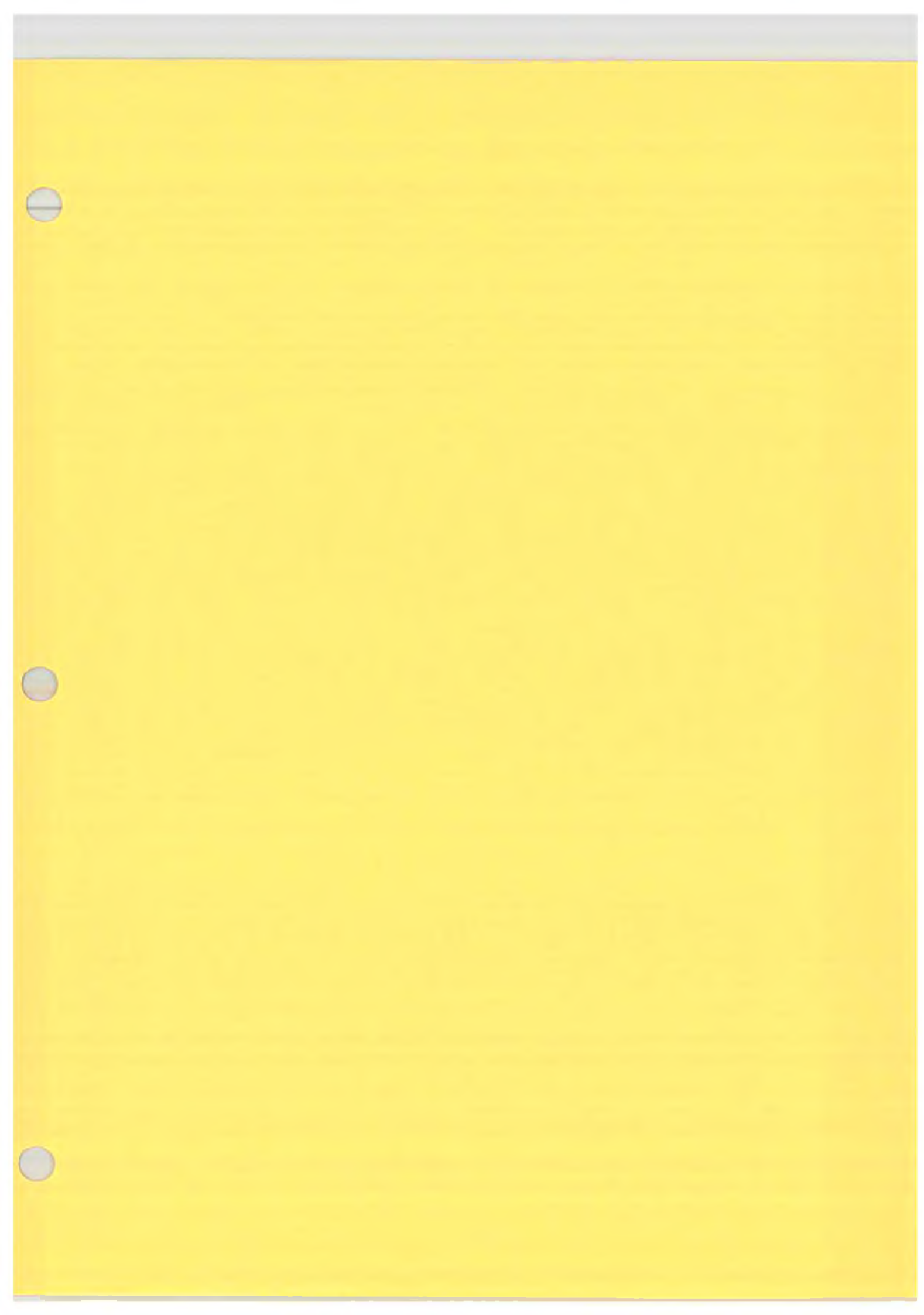
The foundation planting area will include only such non-grassy areas as extends in uninterrupted fashion from the foundation. It is anticipated that this area will ordinarily not exceed six feet from the foundation.

2) All other landscaping (with the exception of foundation plantings set forth in 1) shall be the responsibility of the Association. This includes the caring for, additions to and/or removal of landscaping in any area of the Arbors other than the foundation areas. Landscaping shall include trees, hedges, shrubs, grass, stones and any decorative items.

3) Exceptions to the foregoing can be made only upon the written request and with the approval of the Association's Board of Directors. Such approval will generally be given following review and recommendation of an appropriate committee of the Board. Homeowners should contact a member of the Board or the Grounds and Common Areas Committee with questions or requests for review and approval.

4) Homeowners are invited to advise the Grounds and Common Areas Committee, or the Arbor's Representative to the contract grounds keepers, of any special situations or questions with respect to their foundation planting.

Thank you for your understanding and cooperation.



ARBORS HOMEOWNERS ASSOCIATION

AWNING AND UMBRELLA GUIDELINES

Awnings and outdoor umbrellas shall be constructed of a "Sunbrella" or equivalent weather resistant fabric, have a traditional scallop edging, be of a retractable or frame construction and be one of the following color choices:

- 4620 Solid Beige
- 4796 Beige/White Bar Stripe
- 4621 True Brown
- 56024 Harwood Cocoa
- 4776 Chocolate Chip Stripe
- 4796 Tan Stripe

The braid trim should match the color of the awning or be one of the colors included in white, beige, brown spectrum (above).

All awning requests which do not meet the above requirements should be submitted to the Board in order to obtain a variance, if the Board so rules.

Adopted by the Board of Directors on November 2, 2009





ARCHITECTURAL GUIDELINES FOR THE ARBORS

Dwellings in the Arbors neighborhood can be broadly classified as Period Houses. They are of distinctive design. They exhibit roots in earlier architectural traditions. The style is characterized by careful massing and proportioning, by careful selection of construction materials and by thoughtful emphasis of a few key architectural elements.

The typical Arbors home is a carriage house. This design allows occupants to park their car or carriage inside the dwelling, directly accessible from the main floor, to afford increased safety, comfort and convenience.

Our period houses fit the description of a "Queen Anne front and Mary Ann behind". This means that most attention has been given to the face of the building that meets the public. The rear of the dwelling, while presentable, is usually less grand architecturally. In this discussion of the Arbors architectural style, it is the face of the building and the exposed sides that are of greater but not exclusive concern.

Most of our homes in the Arbors show strong allegiance to one another. The uniformity of style and tight grouping produces an unusually cohesive neighborhood. The general scale of dwellings, the building plans, and the orientation of the structure to the site are interdependent design elements of this carefully crafted neighborhood theme. The effect is similar to the much-admired concept neighborhood, Chatham Village, located on Pittsburgh's Mount Washington. There are few neighborhoods like the Arbors in this metropolitan area or in the Nation.

A low silhouette typifies the humble scale of houses in the Arbors. The dwellings are reminiscent of an English-style cottage. So successful is the reduced building scale that visitors are often confused between a one story and a 1-1/2 story dwelling. To maintain this distinction, new homes in a court should be generally the same elevation as existing dwellings. Topographic variation, rather than building architecture, should account for changes in the silhouette. The grading plan of a typical home site exposes the rear foundation wall of a dwelling and, when windows and a door are installed, a basement becomes a quality space.

Brick arches are a strong recurring theme. They create drama and mood at the main entrance of the classic Arbors dwelling. Arches also appear as eyebrows on feature windows and as blind decorative schemes on blank walls. In addition, they are found, in a flattened form, over some garage portals.

Massive brick chimneys are typically situated on an outside wall and vent only a fireplace. As such, massive brick chimneys are something of a decorative luxury in an era of central heating. The brickwork pattern follows the fancy Victorian tradition.

Sheltered entryways serve a practical purpose but also provide an inviting visual funnel into the dwelling. Double entry doors can enhance this effect.

It can be argued that roof slope (pitch) is more representative of the Arbors image because decisions about the type of roof are often driven by the shape of the floor plan within. A broad plain roof surface needs to be minimized by interesting off-sets in plan or gables.

A brick keep typically embraces the entrance area of the classic Arbors House. This low wall defines a small, private outdoor “room” where intensive flower gardening and/or occasional seating can be accommodated. The corner post of the keep often serves as the perch for the electric lantern that illuminates the entryway and enclosure after dark.

Exterior lighting establishes a unique mood. At night, it highlights the strong stylistic features of dwellings and landscaping when visibility is reduced. The lanterns that illuminate the brick wall and gatehouse on Duncan Avenue lead visitors to expect that exterior atmosphere lighting will be repeated within the neighborhood.

The Arbors

Architectural Control Standards

WHEREAS the governing covenants dated April 1983 established and defined the governing standards for the Home Owners Association known as the Arbors, located in Hampton Township, Pennsylvania, and

WHEREAS the Association's Board of Directors wants to establish reasonable architectural controls to assure "architectural sameness" and aesthetic controls in this common ownership community, the Board directs that all home owner renovations and/or all new housing construction done within the Arbors Home Owners Association, must abide by the following uniform standards, to wit:

1. **Style:** A single or one and one-half story Victorian Carriage Style House with a two-car garage with double doors in front at street level.
2. **Roof:**
 - (a) A gabled roof is preferred.
 - (b) A hip roof for the main roof is permitted, if offsets are gabled.
 - (c) Minimum roof pitch of 8/12.
 - (d) Color of asphalt shingles common in each court being either brown, gray or green.
 - (e) Maintain clear roof line in front (street side), skylights are permitted, and dormers are permitted only on the rear roof.
3. **Brick:**
 - (a) All brick and to grade.
 - (b) Brownish red (Jefferson Wade Tutor, Continental #594 or equal), with grapevine joint.
 - (c) Design using Corbels, Keystones, Soldier Courses, insets, and outsets in a Victorian style.

4. **Chimneys:** (a) Massive brick (Fireplace) chimney in a Victorian style.

5. **Windows:** (a) Casement or Sliding Double Hung are not permitted.

(b) Brown metal or plastic covered frames.

6. **Eaves,
Soffits:** (a) Maximum overhang of six (6) inches.

(b) Metal Clad in Brown

7. **Exterior
Doors:** (a) Two-car garage shall have double doors.

(b) Double front entrance doors preferred.

(c) All exterior doors, House, Storm, and Garage shall be Brown, (Holloway Brown) or equal.

8. **Utilities:** (a) All underground

(b) No exposed antenna allowed.

(c) TV dishes are permitted, if placed on ground level.

9. **Common in each Court:**

(a) Shingle Color

(b) Driveway Surface

(c) Exterior lighting fixtures style and location

(d) Street Number style

10. **Plans and Specifications submitted for Approval:**

(a) New Construction

(b) Renovations

(c) Additions

These Architectural Control/Uniform Standards were adopted by the Arbors Board of Directors on the 17th day of July, 2001, and were mailed or otherwise delivered to all owners of record on this same date. These standards shall be required of all current and future home owners and builders effective this date.

THE ARBORS HOA

Adelyn Rogalla, Secretary

L. William Knoebel, Jr., President

COMMONWEALTH OF PENNSYLVANIA)

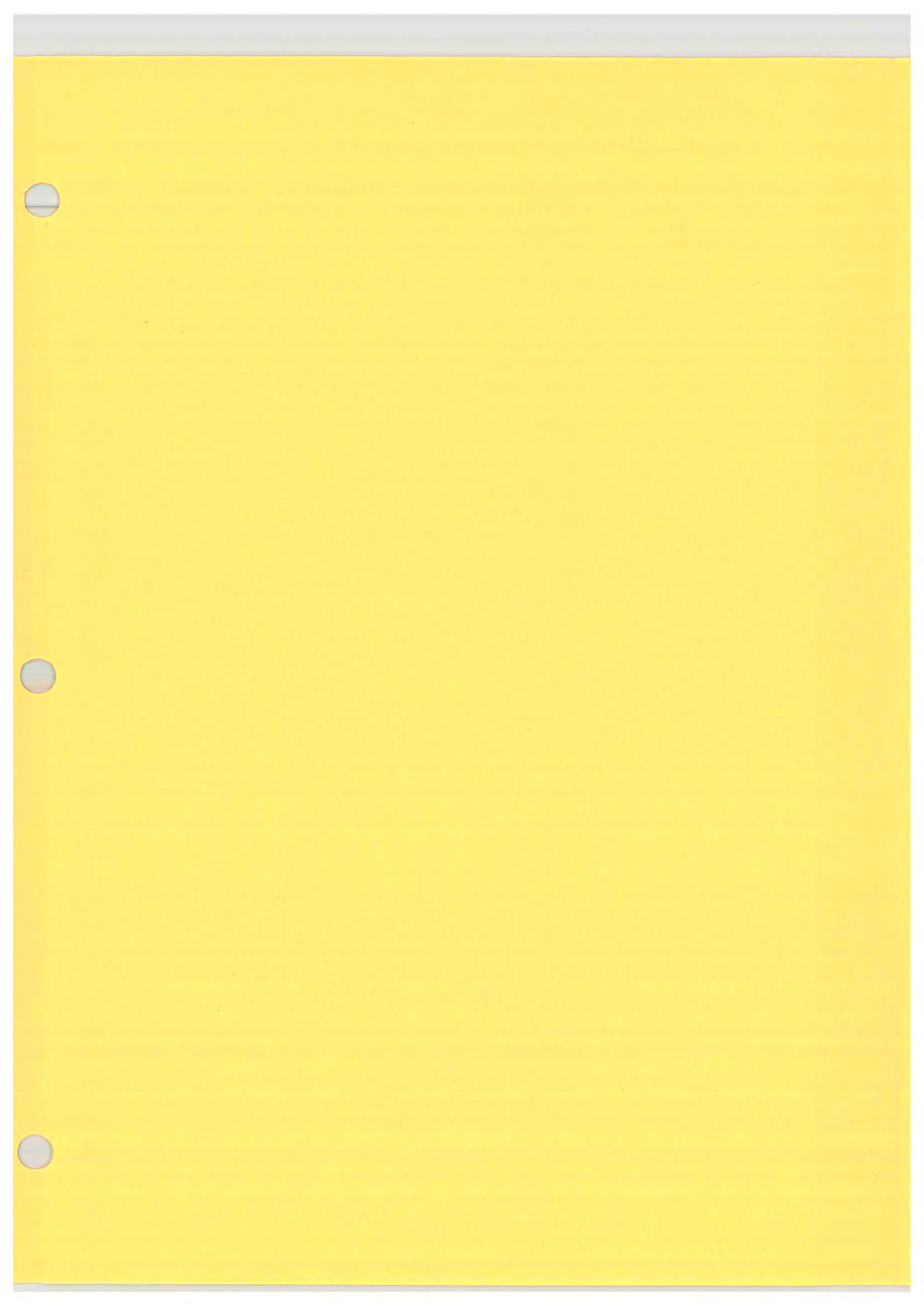
(SS:

COUNTY OF ALLEGHENY)

On this , the 17th day of July, 2001, before me a notary public, the undersigned officers, personally appeared ADELYN ROGALLA (secretary), and L. WILLIAM KNOEBEL, JR. (president), proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Diane C. Gierl
Notary Public



Vendors Who Have Performed Work for Arbors Residents

HANDYMAN (Plumbing, Electrical, Painting, etc.)

Jim Bass (412) 366-4076
Richard Jackson (724) 772-9787
Patrick McKinney (724) 251-0601

PAINTING CONTRACTORS

James R. Dean (412) 242-0729
Bill Hill (412) 761-9329

DRIVEWAY, ROADWAY

Randolph Asphalt Maintenance (724) 283-6858
McElroy Paving (412) 364-8470

LANDSCAPING

Breyak Nursery, Inc. (724) 443-2143
Country Mile Landscaping (412) 287-1283
Eichenlaub Landscaping (412) 767-4769
Lawn Doctor of McCandless (412) 369-9545
Lawn Tailor (724) 857-0233
Sayres Total Lawn Care, Inc. (412) 552-8699

TREE TRIMMING, REMOVAL, MAINTENANCE

American Tree Service (724) 935-4260
Bartlett Tree Service (412) 863-8951
Tim Sauers Tree Removal (724) 935-5527
Lorch's Urban Forestry (412) 366-5788

IRRIGATION

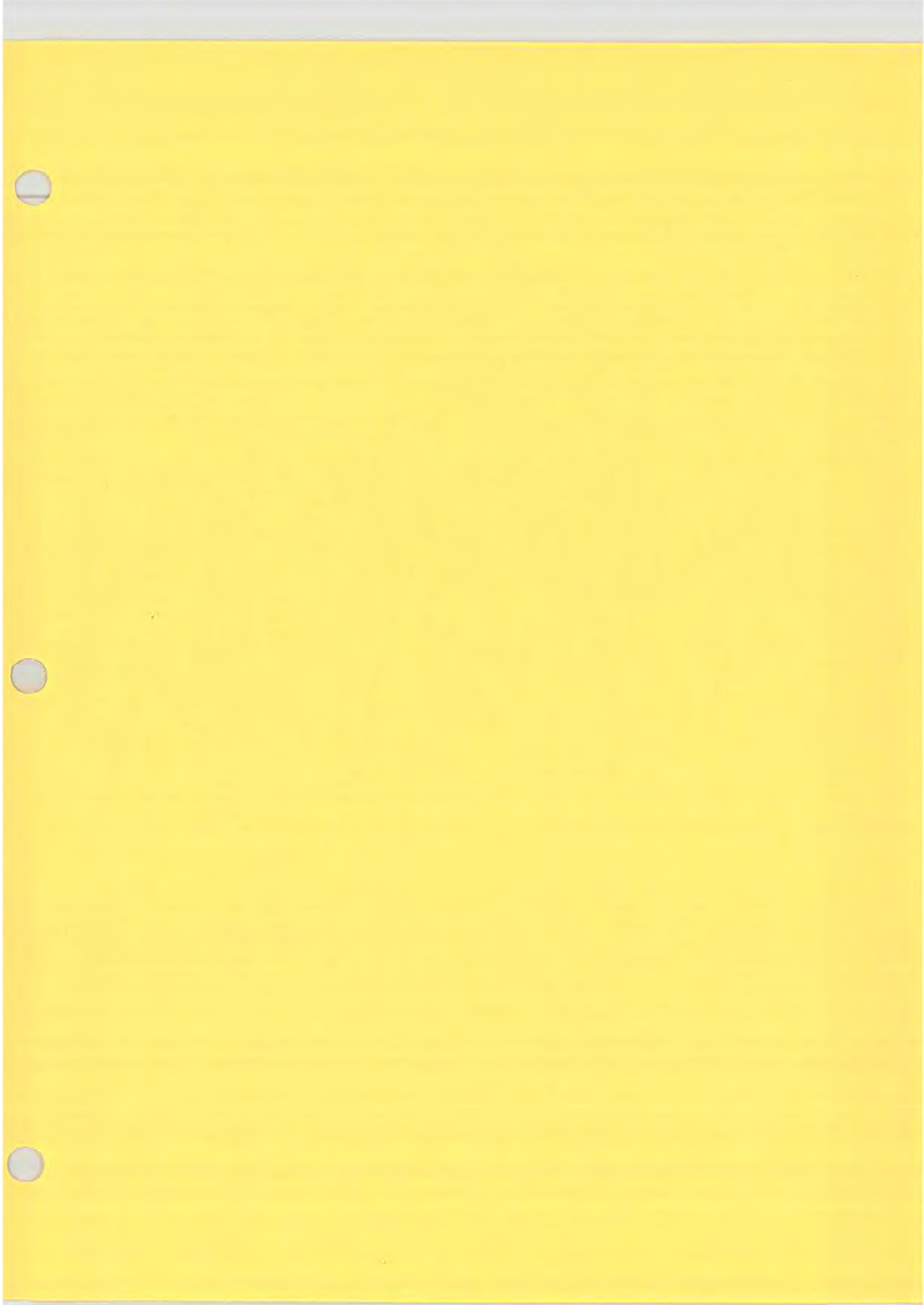
Emco Sprinkler Co. Inc. (412) 921-4030
Eichenlaub Landscaping (412) 767-4769
Waterworks Lawn Sprinkler (724) 444-6391

WINDOW GLASS REPLACEMENT

Tom Swickrath (724) 444-6004
ABC Glass (412) 486-1134
Don's Mirror and Glass (724) 935-0099

PEST CONTROL

JRC Exterminating (412) 492-8545
Bob, the Bug Guy (412) 487-5000



RESOLUTION NO. 2009 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING THE REPAYMENT OF \$2,383.42 FROM THE OPERATING FUND TO THE RESERVE FUND

WHEREAS, several property owners in the Arbors were delinquent in their 2008 assessment dues as of December 31, 2008; and

WHEREAS, said delinquencies required the Operating Fund to borrow funds from the Reserve Fund during 2008 in order to cover operating expenses; and

WHEREAS, several of the homeowners have repaid their delinquent 2008 assessments in 2009 in the aggregate amount of \$2,383.42; and

WHEREAS, the Arbors Finance Committee met on July 27, 2009 and unanimously recommended repaying the delinquent 2008 assessments collected in 2009 to the Reserve Fund; and

WHEREAS, the Board of Directors of the Arbors Homeowners Association desires to repay the Reserve Fund the monies advanced in 2008 as a result of said delinquencies.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

The Board of Directors of the Arbors Homeowners Association hereby authorizes and directs Arnheim & Neely to pay the sum of \$2,383.42 from the Operating Fund to the Reserve Fund and to reduce the balance owed the Reserve Fund by the Operating Fund accordingly.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 10th day of August, 2009.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2009 - 02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION REVISING THE LONG RANGE PLAN OF THE ARBORS

WHEREAS, in 2008 the Board of Directors of the Arbors Homeowners Association approved a Long Range Plan for years 2009 – 2013; and

WHEREAS, the Long Range Plan as approved did not include any expenditures in 2009; and

WHEREAS, the Board of Directors has determined that it is advantageous to the homeowners in the Arbors to make certain major improvements in 2009; and

WHEREAS, the Board of Directors has made certain other changes in the Long Range Plan during years 2010 – 2013; and

WHEREAS, the minimum projected balance in the revised Long Range Plan will at all times exceed the required minimum balance of three times the original monthly assessment times the number of households; and

WHEREAS, the Arbors Finance Committee met on July 27, 2009 and unanimously recommended adopting the revised Long Range Plan; and

WHEREAS, the Board of Directors desires to approve and adopt the revised Long Range Plan.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

The Board of Directors of the Arbors Homeowners Association hereby rescinds the Long Range Plan adopted in 2008 and hereby approves and adopts the revised Long Range Plan dated August 10, 2009 and entitled "PROJECTED RESERVE FUND REVENUE AND EXPENDITURES 2009 – 2013".

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 10th day of August, 2009.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2009 - 03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING THE FORGIVENESS OF \$16,059 BORROWED BY THE OPERATING FUND FROM THE RESERVE FUND IN 2008 TO COVER EXTRAORDINARY EXPENDITURES OF A NON-RECURRING NATURE.

WHEREAS, Article IV, Section 10 of the Arbors Declaration of Covenants, Conditions and Restrictions stipulates that "The reserve shall be kept in an interest bearing account and shall only be expended for the purpose of effecting the replacement of Common Property or community facilities and for operating contingencies of a non-recurring nature."; and

WHEREAS, in 2008 operating expenditures exceeded revenues by \$16,059 necessitating borrowing of monies from the Reserve Fund to cover expenses; and

WHEREAS, said shortfall can be attributed primarily to expenditures for salting and snow removal exceeding budget by \$12,485 and for repairs to the irrigation system exceeding budget by \$4,605; and

WHEREAS, after a thorough review of the circumstances surrounding the aforesaid expenditures the Arbors Finance Committee and the Board of Directors have concluded that these expenditures were extraordinary expenditures of a non-recurring nature; and

WHEREAS, it has been determined that the funds in the Reserve Fund will be sufficient to meet the anticipated expenditures through 2013 and will at all times exceed the required minimum balance without the need for a special assessment or for the repayment of the funds advanced in 2008 to cover the extraordinary expenditures of a non-recurring nature; and

WHEREAS, the Arbors Finance Committee met on July 27, 2009 and unanimously recommended that the Board of Directors forgive the funds loaned by the Reserve Fund to the Operating Fund in 2008 to cover said extraordinary expenditures of a non-recurring nature; and

WHEREAS, the Board of Directors of the Arbors Homeowners Association desires to forgive the funds loaned by the Reserve Fund to the Operating Fund in 2008 to cover the extraordinary expenditures of a non-recurring nature.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

Based on the forgoing preambles, the Board of Directors of the Arbors Homeowners Association has determined that the sum of \$16, 059 loaned from the Reserve Fund to the Operating Fund to pay for extraordinary expenditures of a non-recurring nature shall be forgiven and need not be repaid and directs that Arnheim & Neely reduce the balance owed the Reserve Fund by the Operating Fund accordingly.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 10th day of August, 2009.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2009 - 04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION ESTABLISHING THAT ASSESSMENT DUES SHALL BE DUE AND PAYABLE ON THE FIRST DAY OF EACH QUARTER AND ESTABLISHING THE PENALTY AND INTEREST FOR LATE PAYMENTS

WHEREAS, Article IV, Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions stipulates that unless the Board provides otherwise, assessments shall be paid in quarterly installments due on the first day of each quarter; and

WHEREAS, the current due date for assessments is something other than the first day of each quarter; and

WHEREAS, the Arbors Finance Committee met on July 27, 2009 and unanimously recommended that in order to improve cash flow that the Board of Directors re-establish the due date for assessments as the first day of each quarter; and

WHEREAS, the Board of Directors of the Arbors Homeowners Association desires to re-establish the due date for assessments as the first day of each quarter.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. The Board of Directors of the Arbors Homeowners Association hereby re-establishes the Due Date for all assessments as the first day of each quarter.
2. Any assessment not paid in full by the last day of the month in which it is due shall be subject to a penalty of \$50.
3. Any assessment not paid in full by the last day of the month in which it is due shall be subject to interest on the outstanding balance at the rate of 1.25% per month as long as the assessment remains unpaid.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 10th day of August, 2009.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2009 - 05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION DESIGNATING A RESERVE FUND AND ESTABLISHING THE USES FOR FUNDS DEPOSITED THEREIN

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, the Covenants provide that an Arbors Homeowners Association (the "Association") will be incorporated to exercise the functions set forth in the Covenants; and

WHEREAS, Article IV, Section 10, of the Covenants provides that the Association may establish and maintain a reserve fund for replacement of any part of the Common Property and facilities or repair or maintenance of the Common Property and Common Areas as the Board deems appropriate; and

WHEREAS, a reserve fund has been created by a previous Board of Directors; and

WHEREAS, the current Board of Directors desires to clarify the historical uses for funds deposited in said fund.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. The existing reserve fund, at times referred to as the Capital Reserve Fund and/or the Reserve Replacement Fund, shall hereinafter be known as the Reserve Fund. This resolution is a name change only and does not create any change to fund status or its ongoing operations.
2. The funds in the Reserve Fund may be used for projects meeting the following criteria including, but not limited to, paving and landscaping projects:
 - a. Are included in the approved Long-Range Plan.
 - b. Have a cost of not less than \$500.
 - c. Have an anticipated life of not less than 5 years. In instances where some components of a project may have a life of less than 5 years, the entire project may be funded from the Reserve Fund if at least 60% of the total cost of the project relates to components having a life of at least 5 years as determined by the Grounds Committee.
3. The Reserve Fund shall not be used for ordinary maintenance or to subsidize the Operating Fund other than borrowing due to short-term cash flow situations. It may, however, be used for operating contingencies of a non-recurring nature as stipulated in Article IV, Section 10, of the Covenants. It may also be used to make any other payments as permitted by the Covenants including, but not limited to, payment of income taxes to the U.S. Treasury as reflected in the annual Association income tax return.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 10th day of August, 2009.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2009 - 06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION REVISING, RESTATING OR ESTABLISHING REGULATIONS FOR CERTAIN ACTIVITIES WITHIN THE ARBORS

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, pursuant to the provisions of the Covenants certain rules and regulations have been promulgated including the 1983 Rules and Regulations and the 2001 Architectural Control Standards ; and

WHEREAS, the current Board of Directors desires to revise, restate or establish rules and regulations relating to certain activities and responsibilities in the Arbors.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. Section A.2 of the 1983 Rules and Regulations is hereby amended and restated to read as follows:

Sidewalks, entrances and portions of Common Areas intended for use by homeowners should not be obstructed. During winter, residents are responsible for keeping their sidewalks and entryways de-iced and safe for visitors and delivery personnel.

2. Section A.4 of the 1983 Rules and Regulations is hereby amended and restated to read as follows:

Nothing shall be hung, projected or shaken, and no dirt or other substance shall be thrown, swept or otherwise emitted from the windows, or patios of any Unit. Nothing shall be placed on, in or projected from the doors (other than interior doors entirely within a Unit), windows or window sills, including without limitation awnings, clotheslines, aerials, signs, air conditioners, ventilators, or fans. Only dark brown or white shades, blinds, drapes, or linings thereof, shall be permitted which are visible from the exterior of a Unit.

3. Section B.2 of the 1983 Rules and Regulations is hereby amended and restated to read as follows:

No vehicles of any type may be parked on the streets of The Arbors other than short-term (generally not overnight) parking for guests of residents. Such parking shall be done so as not to impede the passage of other vehicles.

Residents must park only in their garages or driveways. Designated areas for visitor parking may be used by guests. Guest parking may not be used by residents of units.

4. As some of the patterns and colors originally specified for awnings and umbrellas are no longer available, the regulations for awnings and umbrellas are hereby amended and restated to read as follows:

Awnings and outdoor umbrellas shall be of a "Sunbrella" or equivalent weather resistant fabric. They should have scalloped edging, a retractable or frame construction and shall be in one of the following colors:

- 4620 Solid Beige
- 4796 Beige/White Bar Stripe
- 4621 True Brown
- 56024 Harwood Cocoa
- 4776 Chocolate Chip Stripe
- 4796 Tan Stripe

The braid trim should match the color of the awning or be one of the colors included in the white, beige or brown spectrum.

5. Decks must be in the back of homes and shall be built with rot-resistant wood or synthetic decking. Decks are to be covered with Sherwin-Williams Holloway Brown paint or stain or similar dark brown color.
6. All exterior doors in a given court shall be of a similar style. All exterior metal doors shall be painted Sherwin-Williams Holloway Brown. Front doors may be wooden, but must be painted or stained Holloway Brown or similar dark brown color.
7. Section A.14 of the 1983 Rules and Regulations and Sections 8(b) and 8(c) of the 2001 Architectural Control Standards are hereby amended and restated to read as follows:

Television Dishes and Antennae: No satellite dishes or television antennae shall be installed on Common Property. Satellite dishes shall be located in an inconspicuous location, usually at the back or side of a unit and shall be no higher than the foundation planting. Satellite dishes may be attached to the unit wall or installed in the ground adjacent to the unit. Consideration should be given to locating the dish where it will not disrupt the view of neighbors. Any mounting apparatus shall be painted Sherwin-Williams Holloway Brown.

In cases when access to the satellite signal prevents location of the dish in a preferred side or back location near the ground, the unit owner shall work with the Architectural Review Committee to identify an alternative location that minimizes the visual impact of the dish.

Exposed antennae of any kind are not permitted.

8. The regulations relating to landscaping adopted by the Board on 05/02/92 are hereby amended and restated to read as follows:

Foundation planting provided by builders or added by the homeowner is the perpetual responsibility of the homeowner for required care, maintenance and replacement. Homeowners may add to their foundation planting or otherwise alter it as long as it remains consistent with the general landscaping found within The Arbors.

The foundation planting area will include only such non-grassy areas as extends in a generally uninterrupted fashion from the foundation. It is anticipated that this area will ordinarily not exceed 6 feet from the foundation.

All other landscaping, with the exception of a) foundation planting already mentioned, b) planting areas historically maintained by homeowners including, but not limited to, planting areas between driveways and c) plantings in Common Areas planted by any current or previous homeowner with or without the approval of the Arbors Homeowners Association, is the responsibility of the Arbors Homeowners Association. This includes the caring for, additions to and/or removal of landscaping in any area of The Arbors other than the aforesaid. Landscaping includes trees, hedges, shrubs, grass, stones and any decorative items.

Exceptions to the above can be made only upon written request to and with the written approval of the Association's Board of Directors. Such requests will be reviewed by the appropriate committee of the Board. Homeowners should contact a member of the Board with questions or requests for review and approval.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 2nd day of November, 2009.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2010 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING THE REPAYMENT OF \$4,369.27 FROM THE OPERATING FUND TO THE RESERVE FUND

WHEREAS, the December, 2009 Cash Fund Balances statement prepared by Arnheim & Neely, Inc. indicates that the Operating Fund owes the Reserve Fund \$4,369.27 for advances made to cover operating expenditures; and

WHEREAS, the 2010 Budget provides for the repayment of said advances in 2010; and

WHEREAS, there are currently sufficient funds in the Operating Fund to repay said advances.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

That Arnheim & Neely is hereby directed to repay the Reserve Fund the sum of \$4,369.27 or the balance due on the date that the transfer is made from the Operating Fund to the Reserve Fund.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 11th day of January, 2010.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2010 - 02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING REPAYMENTS TO HOMEOWNERS WHO HAVE PREVIOUSLY OVERPAID ASSESSMENTS AND TO WRITE OFF AN IMMATERIAL AGED ACCOUNT RECEIVABLE

WHEREAS, the December 2009 Accounts Receivable Aging Summary prepared and provided by Arnheim and Neely, Inc. indicates that certain homeowners had either overpaid or underpaid their accounts more than 90 days ago; and

WHEREAS, the Finance Committee and the Board of Directors have reviewed the explanations of such underpayments and overpayment provided by Arnheim and Neely, Inc.

NOW, THEREFORE, BE IT RESOLVED THAT Arnheim & Neely, Inc. be requested to take the following actions:

1. Provide a letter of explanation and a refund of \$50.00 to Account No. 015-4174-FM for late charge credit given in 2009.
2. Provide a letter of explanation and a refund of \$112.60 to Account No. 015-4246-CU for assessment refund credit given on April 2005.
3. Provide a letter of explanation and a refund of \$235.00 to Account No. 015-4223-CU for overpayment made in October 2005.
4. Provide a letter of explanation and a refund of \$10.00 to Account No. 015-4237-CU for overpayment in May 2009.
5. Write off the sum of \$0.01 showing as more than 90 days past due from Account No. 015-4255-CU.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 15th day of February 2010.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2010 - 03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING THAT THE SURPLUS (EXCESS OF REVENUE OVER EXPENSE) IN THE OPERATING FUND FOR THE YEAR ENDED DECEMBER 31, 2009 BE DEPOSITED IN THE CAPITAL RESERVE FUND

WHEREAS, the audited financial statements for the Arbors Homeowners Association for the year ended December 31, 2009 indicate that Operating Fund revenue exceeded expenses by \$15,046; and

WHEREAS, the Finance Committee and the Board of Directors have reviewed the draft audited financial statements prepared by Deverson & Tanack and recommend accepting them; and

WHEREAS, Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions provides that the Board of Directors shall determine in its sole judgment and discretion whether such surplus shall be deposited into the capital reserve account of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT in accordance with Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions, the Board of Directors recommend that the Operating Fund surplus (excess of revenue over expense) shall be deposited into the Capital Reserve account.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 9th day of March 2010.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2010 - 04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS
ASSOCIATION REQUIRING ARBORS PROPERTY OWNERS TO OBTAIN A RESALE
CERTIFICATE PRIOR TO SELLING ANY REAL ESTATE IN THE ARBORS AND ESTABLISHING
THE PENALTY FOR FAILING TO DO SO**

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all property owners in the Arbors; and

WHEREAS, Section 9 of Article XV of the Covenants requires any Owner who sells, leases or mortgages his/her/their property to give the Association, in writing, the name and address of the purchaser, lessee or mortgagee of the property; and

WHEREAS, the Commonwealth of Pennsylvania Uniform Planned Community Act (68 Pa. C.S. Section 5407) requires that before execution of any contract for the resale of a unit in a development such as the Arbors that the seller shall furnish to the buyer a copy of the declaration, the bylaws, the rules and regulations of the association and a resale certificate including, inter alia, a statement setting forth the monthly assessment and the amount of any outstanding assessment or other charges owed by the seller; and

WHEREAS, the Board of Directors has determined that some real estate transfers have taken place without the purchasers having been properly advised of the rules, regulations and assessments which all property owners in the Arbors must adhere to; and

WHEREAS, the Board of Directors believes that addition regulations are required to ensure that proper notifications are provided.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. Any Owner of any property in the Arbors who sells his/her/their property must notify the Board of Directors or its designated agent of the pending sale at least 14 days prior to the scheduled closing.
2. Such notification shall include the name, address and phone number of the buyer(s), the name, address and phone number of the seller's real estate agent, if any, and such other information as the Board or its agent may require.
3. Any seller who fails to provide such notification together with all required information at least 14 days prior to said closing or who closes without having provided the buyer(s) with a resale certificate shall be subject to a fine of \$300, said charges to run with the real estate.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 26th day of July, 2010.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2010 - 05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AGREEING TO INDEMNIFY LANDSCAPE CONTRACTORS FOR CERTAIN TAX LIABILITIES INCURRED WHILE WORKING IN THE ARBORS

WHEREAS, the Arbors Homeowners Association (“AHA”) employs selected contractors to provide certain services within the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township; and

WHEREAS, one of the services which the AHA requires is cutting of grass in common areas; and

WHEREAS, the Board of Directors of the AHA has determined that approximately 70% of the grass that is cut qualifies as “field mowing” which is not taxable under the Commonwealth of Pennsylvania Department of Revenue regulations while the remaining 30% is “lawn cutting” which is taxable; and

WHEREAS, this determination has been made solely by the Board of Directors of the AHA; and

WHEREAS, in the event that the PA Department of Revenue determines that the areas designated by the Board as fields do not meet the requirements in the regulations for fields and that the cutting thereof is taxable, the Board wishes to indemnify any contractor for any tax liability that is incurred relative thereto.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. The Board has determined that approximately 70% of the common areas where grass is cut qualify as fields such that no sales tax is due for mowing services provided in those areas.
2. In the event that the PA Department of Revenue determines that any portion of such areas do not qualify as fields such that taxes are owed on grass cutting services provided in those areas, the Board agrees that it will reimburse the contractor for any delinquent taxes, penalties and interest that the contractor incurs by virtue of not having collected taxes from the AHA when the work was originally performed and invoiced.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 15th day of November, 2010.

ARBORS HOMEOWNERS ASSOCIATION

/s/ Kevin J. Fay _____
President

ATTEST

/s/ Mary Lou Zemaitis _____
Secretary

RESOLUTION 2011-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING REPAYMENTS TO HOMEOWNERS WHO HAVE OVERPAID QUARTERLY ASSESSMENTS

WHEREAS, the January 2011 Accounts Receivable Aging Report prepared and provided by Arnheim and Neely, Inc. indicates that certain homeowners had overpaid their accounts; and

WHEREAS, the Finance Committee and the Board of Directors have reviewed the explanations of such overpayments provided by Arnheim and Neely, Inc.; and

WHEREAS, the Board of Directors desires to refund the overpayments that were made.

NOW, THEREFORE, BE IT RESOLVED THAT Arnheim & Neely, Inc is directed to take the following actions:

1. Provide a letter of explanation and a refund of \$15.00 to Account No. 015-4215 for overpayment of 1st Quarter 2011 Assessment
2. Provide a letter of explanation and a refund of \$15.00 to Account No. 015-4219 for overpayment of 1st Quarter 2011 Assessment
3. Provide a letter of explanation and a refund of \$15.00 to Account No. 015-4206 for overpayment of 1st Quarter 2011 Assessment
4. Provide a letter of explanation and a refund of \$18.70 to Account No. 015-4259 for overpayment of 1st Quarter 2011 Assessment.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 14th day of February 2011.

ARBORS HOMEOWNERS ASSOCIATION

William B. Gordon
President

ATTEST

Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2011 - 02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION INTERPRETING AN AMENDMENT TO THE HOMEOWNERS ASSOCIATION COVENANTS APPROVED IN 2005 AS GIVING THE BOARD OF DIRECTORS DISCRETION IN TRANSFERRING YEAR-END SURPLUSES IN THE OPERATING FUND TO THE RESERVE FUND

WHEREAS, prior to 2005 the Covenants required that any year-end Operating Fund surplus be refunded to the property owners through a credit applied to their monthly assessment; and

WHEREAS, at the 2005 Annual Meeting held December 4, 2005 an amendment to the Covenants was voted on and approved by the membership. The minutes of that meeting appear to indicate that the transfer is optional as they indicate that a motion was made to "approve the amendment to permit the Board of Directors to apply any surplus from the operating fund to the capital reserve fund"; and

WHEREAS, the amendment that was recorded in the Allegheny County Recorder of Deeds Office also appears to indicate that such transfers to the Reserve Fund are optional at the Board's discretion as it reads as follows: "In the event of a year-end surplus, i.e., where actual expenses are less than actual revenues for the year, then such surplus shall in the sole judgment and discretion of the Arbors Board of Directors be deposited in the capital reserve account of the Association"; and

WHEREAS, the current Board of Directors has contacted the representative of the management company who attended the Annual Meeting as well as several former Board members who recall the drafting and approval of the amendment that was approved at the 2005 Annual Meeting; and

WHEREAS, a majority of those contacted are of the opinion that the intent of the amendment enacted in 2005 was to give the Board of Directors flexibility in transferring any year-end surplus from the Operating Fund to the Reserve Fund; and

WHEREAS, the Board of Directors wishes to memorialize the policy with respect to the disposition of any year-end surplus in the Operating Fund.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

The Board has determined that the amendment to the Covenants adopted at the 2005 Annual Meeting was intended to give the Board of Directors discretion in the disposition of any year-end surplus in the Operating Fund and that the Board of Directors has the discretion of transferring all, some or none of any such surplus to the Reserve Fund.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 14th day of March, 2011.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2011 - 03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING THAT A PORTION OF THE SURPLUS (EXCESS OF REVENUE OVER EXPENSE) IN THE OPERATING FUND FOR THE YEAR ENDED DECEMBER 31, 2010 BE DEPOSITED IN THE CAPITAL RESERVE FUND

WHEREAS, the audited financial statements for the Arbors Homeowners Association for the year ended December 31, 2010 indicate that Operating Fund revenue exceeded expenses by \$22,384; and

WHEREAS, the Finance Committee and the Board of Directors have reviewed the draft audited financial statements prepared by Deverson & Tanack and recommend accepting them; and

WHEREAS, Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions provides that the Board of Directors shall determine in its sole judgment and discretion whether any portion of such surplus shall be deposited into the capital reserve account of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT in accordance with Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions, the Board of Directors recommend that \$12,384 of the Operating Fund surplus (excess of revenue over expense) shall be deposited into the Capital Reserve account.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 25th day of April 2011.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2011 - 04

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION REGULATING GARAGE, YARD AND ESTATE SALES

WHEREAS, Article X, Section 2, of the Arbors Declaration of Covenants, Conditions and Restrictions gives the Board the right to establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units; and

WHEREAS, the Board of Directors feels that it is in the best interests of the residents of the Arbors that regulations regarding garage, yard and estate sales in the Arbors be enacted.

NOW, THEREFORE, BE IT RESOLVED THAT the following regulations relating to garage, yard and estate sales are hereby enacted:

1. Garage and yard sales are strictly prohibited within the Arbors.
2. Estate sales are permitted only after approval by the Board. An application for approval to conduct an estate sale shall include the following:
 - a. The address of the property where the estate sale will take place.
 - b. The date on which the estate sale will take place.
 - c. The hours that the estate sale will take place.
 - d. The name and cell phone number of the agent who will be on-site the day of the estate sale.
 - e. A traffic plan for the day of the estate sale.

Parking shall be permitted only on the south side of Bordeaux Lane – *but not beyond Montrachet Court* - and on the east side of LaFite Lane. Parking is NOT permitted in any court or in *any* roundabout. This information shall be clearly disseminated in any advertising of the estate sale. Cars that park on Bordeaux or LaFite Lanes shall park on the pavement only, NOT on the berm. Signs, barricades or pylons shall be placed along both streets in order to ensure that the approved parking plan is adhered to. In addition, the on-site agent shall station additional personnel as needed throughout the Arbors to ensure that the traffic plan is followed.
 - f. A \$500 security deposit (Certified or Cashier's check only) to guarantee that the parking plan is adhered to and that no damage is done to Arbors property.
 - g. Homes where estate sales take place shall have one restroom available for patrons and shall prominently provide notice of same on the premises.
3. Any resident who holds a garage or yard sale or who holds an estate sale without the Board's approval shall be subject to a fine of \$300 which fine shall become an assessment against the lot.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 19th day of September, 2011.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2011 - 05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION REGULATING REAL ESTATE "FOR SALE" SIGNS

WHEREAS, Article X, Section 1(g), of the Arbors Declaration of Covenants, Conditions and Restrictions sets forth certain basic requirements relating to the installation of real estate "For Sale" signs; and

WHEREAS, Article X, Section 2, of the Arbors Declaration of Covenants, Conditions and Restrictions gives the Board the power to establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units; and

WHEREAS, the Board of Directors feels that it is in the best interests of the residents of the Arbors that regulations further regulating real estate "For Sale" signs be adopted.

NOW, THEREFORE, BE IT RESOLVED THAT the following regulations relating to real estate "For Sale" signs are hereby enacted:

1. One "For Sale" sign measuring not more than 300 square inches in area, *including all riders/hangers*, may be placed in the front yard of a lot. The top of the sign and any supports shall not be more than 24" above the ground. Signs shall not be located closer than 20' to any road or court.
2. Signs must be removed within seven (7) days of settlement.
3. Anyone who violates the provisions of this resolution shall be subject to a fine of not less than \$25 for each day that the violation shall continue. If the fine is not paid when rendered, it shall become an assessment against the lot.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 19th day of September, 2011.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

/s/ Mary Lou Zemaitis
Secretary

RESOLUTION NO. 2012 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION REGULATING SWING SETS, SLIDES, POOLS, BASKETBALL HOOPS AND SIMILAR RECREATIONAL EQUIPMENT

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, Article X, Section 1 (l) of the Covenants prohibits certain temporary structures on any Lot in the Arbors; and

WHEREAS, Page 35 of the Arbors Handbook contains additional limitations on temporary recreational structures not found in the aforesaid Covenants; and

WHEREAS, Article X, Section 2, of the Covenants gives the Board the right to establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units; and

WHEREAS, the Board of Directors feels that it is in the best interests of the residents of the Arbors that regulations regarding such other temporary recreational structures be formally enacted.

NOW, THEREFORE, BE IT RESOLVED THAT the following additional regulations relating to Temporary Recreational Structures as set forth in the Covenants are hereby enacted:

Swing sets, gym sets, slides, inflatable pools, basketball hoops (both portable and fixed) or other such recreational equipment are not permitted on any lot or common open area in the Arbors.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 9th day of April, 2012.

ARBORS HOMEOWNERS ASSOCIATION

s/s William B. Gordon

President

ATTEST

s/s Patricia W. Kammerer

Secretary

RESOLUTION NO. 2012 - 02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AMENDING THE PARKING REGULATIONS TO INCLUDE RECREATIONAL VEHICLES (RVs), MOTOR HOMES, CAMPERS AND SIMILAR VEHICLES

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, Article X, Section 2, of the Arbors Declaration of Covenants, Conditions and Restrictions gives the Board the right to establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units; and

WHEREAS, pursuant to the provisions of the Covenants certain rules and regulations have been promulgated including the 1983 Rules and Regulations; and

WHEREAS, Section B of the 1983 Rules and Regulations sets forth certain regulations relating to parking in the Arbors; and

WHEREAS, it is implicit in the existing rules and regulations relating to parking in the Arbors and/or the intent derived from said rules and regulations upon which the Board has made the reasonable determination that it is appropriate to supplement and/or revise such existing rules and regulations; and

WHEREAS, based on the foregoing, the Board of Directors of the Arbors Homeowners Associations desires to revise those regulations to include in the parking regulations recreational vehicles (RVs), motor homes, campers and similar vehicles.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

Section B.1 of the 1983 Rules and Regulations is revised and restated as follows:

No occupant or guest of any Unit shall park any commercial vehicle, trailer, boat, recreational vehicle (RV), motor home, camper or similar vehicle nor abandon any automobile or other vehicle on any lot, parking area, street or common area within the Arbors. Contractors performing work for a homeowner or the Association are exempt from this regulation as it relates to commercial vehicles and trailers during the time that the work is being performed.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 12th day of November, 2012.

ARBORS HOMEOWNERS ASSOCIATION

/S/ William B. Gordon
President

ATTEST

/S/ Patricia W. Kammerer
Secretary

RESOLUTION NO. 2013 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING THAT THE SURPLUS (EXCESS OF REVENUE OVER EXPENSE) IN THE OPERATING FUND FOR THE YEAR ENDED DECEMBER 31, 2012 BE DEPOSITED IN THE CAPITAL RESERVE FUND

WHEREAS, the audited financial statements for the Arbors Homeowners Association for the year ended December 31, 2012 indicate that Operating Fund revenue exceeded expenses by \$995; and

WHEREAS, the Finance Committee and the Board of Directors have reviewed the draft audited financial statements prepared by Deverson & Tanack and recommend accepting them; and

WHEREAS, Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions provides that the Board of Directors shall determine in its sole judgment and discretion whether any portion of such surplus shall be deposited into the capital reserve account of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT in accordance with Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions, the Board of Directors upon the recommendation of the Finance Committee hereby authorizes that the entire Operating Fund surplus (excess of revenue over expense) of \$995 shall be deposited into the Capital Reserve account.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 10th day of June 2013.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

Patricia W. Kammerer
Secretary

RESOLUTION NO. 2013 - 02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS
ASSOCIATION REVISING THE REQUIREMENTS RELATING TO RESALE CERTIFICATES**

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all property owners in the Arbors; and

WHEREAS, Section 9 of Article XV of the Covenants requires any Owner who sells, leases or mortgages his/her/their property to give the Association, in writing, the name and address of the purchaser, lessee or mortgagee of the property; and

WHEREAS, the Commonwealth of Pennsylvania Uniform Planned Community Act (68 Pa. C.S. Section 5407) requires that before execution of any contract for the resale of a unit in a development such as the Arbors that the seller shall furnish to the buyer a copy of the declaration, the bylaws, the rules and regulations of the association and a Resale Certificate including, inter alia, a statement setting forth the monthly assessment and the amount of any outstanding assessment or other charges owed by the seller; and

WHEREAS, on July 26, 2010 the Board of Directors adopted Resolution No. 2010-04 regulating the issuance of Resale Certificates; and

WHEREAS, the Board of Directors believes that changes need to be made to Resolution No. 2010-04.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED that Resolution No. 2010-04 is revised and restated as follows:

1. Any Owner of any property in the Arbors who sells his/her/their property must notify the Board of Directors or its designated agent of the pending sale at least 14 days prior to the scheduled closing.
2. Such notification shall include the name, address and phone number of the buyer(s), the name, address and phone number of the seller's real estate agent, if any, and such other information as the Board or its agent may require.
3. The Board hereby establishes the fees for issuance of a Resale Certificate at \$150 if the request is made at least 14 days prior to the scheduled closing and at \$175 if the request is made less than 14 days prior to closing, *said fee to be paid at the time that the Resale Certificate is requested.*
4. Any seller who fails to provide such notification together with all required information and closes without having provided the buyer(s) with a resale certificate shall be subject to a fine of \$300.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 9th day of September, 2013.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

s/s Patricia Kammerer
Secretary

RESOLUTION NO. 2014 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION REVISING THE REGULATIONS FOR OUTDOOR AWNINGS AND UMBRELLAS WITHIN THE ARBORS

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, pursuant to the provisions of the Covenants certain rules and regulations have been promulgated including the 1983 Rules and Regulations and the 2001 Architectural Control Standards; and

WHEREAS, on November 2, 2009 the Board of Directors enacted Resolution 2009-06 revising, among other things, the regulations for outdoor awnings and umbrellas in the Arbors; and

WHEREAS, the current Board of Directors desires to revise the regulations relating to outdoor awnings and umbrellas in the Arbors.

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED that the regulations relating to outdoor awnings and umbrellas are hereby restated and revised to read as follows:

Awnings and outdoor umbrellas shall be of a "Sunbrella" or equivalent weather resistant fabric. They should have scalloped edging, a retractable or frame construction and shall be in one of the following colors:

- 4620 Solid Beige
- 4621 True Brown
- 4776 Chocolate Chip Stripe
- 4796 Beige/White Bar Stripe
- 4994 Eastridge Cocoa
- 5760 Tan Stripe
- 56024 Harwood Cocoa

The braid trim should match the color of the awning or be one of the colors included in the white, beige or brown spectrum.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 14th day of April, 2014.

ARBORS HOMEOWNERS ASSOCIATION


President

ATTEST


Secretary

RESOLUTION NO. 2014 - 02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING THAT THE SURPLUS (EXCESS OF REVENUE OVER EXPENSE) IN THE OPERATING FUND FOR THE YEAR ENDED DECEMBER 31, 2013 BE DEPOSITED IN THE CAPITAL RESERVE FUND

WHEREAS, the audited financial statements for the Arbors Homeowners Association for the year ended December 31, 2013 indicate that Operating Fund revenue exceeded expenses by \$4,907; and

WHEREAS, the Finance Committee and the Board of Directors have reviewed the draft audited financial statements prepared by Deverson & Tanack and recommend accepting them; and

WHEREAS, Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions provides that the Board of Directors shall determine in its sole judgment and discretion whether any portion of such surplus shall be deposited into the capital reserve account of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT in accordance with Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions, the Board of Directors upon the recommendation of the Finance Committee hereby authorizes that the entire Operating Fund surplus (excess of revenue over expense) of \$4,907 shall be deposited into the Capital Reserve account.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 20th day of May 2014.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

/s/ Patricia W. Kammerer
Secretary

RESOLUTION NO. 2016 - 01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION
AMENDING THE REGULATIONS RELATING TO VEHICLES**

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, Article X, Section 2, of the Arbors Declaration of Covenants, Conditions and Restrictions gives the Board the right to establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units; and

WHEREAS, pursuant to the provisions of the Covenants certain rules and regulations have been promulgated including the 1983 Rules and Regulations; and

WHEREAS, Section B of the 1983 Rules and Regulations sets forth certain regulations relating to parking in the Arbors; and

WHEREAS, Resolution 2012 - 02 adopted November 12, 2012 revised and restated Section B.1 of said 1983 Rules and Regulations; and

WHEREAS, it is implicit in the existing rules and regulations relating to parking in the Arbors and/or the intent derived from said rules and regulations upon which the Board has made the reasonable determination that it is appropriate to supplement and/or revise such existing rules and regulations; and

WHEREAS, based on the foregoing, the Board of Directors of the Arbors Homeowners Associations desires to revise those regulations to further define and restrict commercial vehicles and to define "normal maintenance."

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. Section B.1 of the 1983 Rules and Regulations as amended by Resolution 2012-02 is revised and restated as follows:

No owner, tenant or guest of any Unit shall park or store any commercial vehicle including any van used for commercial use, any vehicle displaying commercial signage, truck (as defined by the Pennsylvania Department of Highway Safety and Motor Vehicles and/or by common usage and practice, not including light pick-up trucks up to three-quarter (3/4) ton capacity and less than twenty (20) feet in length and used for non-commercial purposes, provided such pickup truck does not have any appurtenance of a possible commercial nature including, but not limited to, snow plow, salt spreader and "ladder rack"), trailer, boat or other watercraft, recreational vehicle (RV), motor/mobile home, house trailer, camper or similar vehicle nor any unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria) and any vehicle without current tags or registration, on any lot, driveway, parking area, street or common area within the Arbors where it will be visible between sunset and sunrise. Contractors performing work for a homeowner or the Association are exempt from this regulation as it relates to commercial vehicles and trailers during the time that the work is being performed. Failure to comply with these requirements or any other parking or vehicle regulations may subject the homeowner to a fine of \$25 per day that the violation occurs.

2. "Normal maintenance" and as set forth in Section 1 (n) of Article X of the Arbors Declaration of Covenants, Conditions and Restrictions shall relate to activities which take place outside the garage and shall be limited to washing and waxing vehicles ONLY. All other activities other than emergency repairs must be done in the garage.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 20th day of April, 2016.

ARBORS HOMEOWNERS ASSOCIATION

President

ATTEST

Secretary

RESOLUTION NO. 2016 - 02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AMENDING THE REGULATIONS RELATING TO VEHICLES

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, Article X, Section 2, of the Arbors Declaration of Covenants, Conditions and Restrictions gives the Board the right to establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units; and

WHEREAS, pursuant to the provisions of the Covenants certain rules and regulations have been promulgated including the 1983 Rules and Regulations; and

WHEREAS, Section B of the 1983 Rules and Regulations sets forth certain regulations relating to parking in the Arbors; and

WHEREAS, Resolution 2012 - 02 adopted November 12, 2012 revised and restated Section B.1 of said 1983 Rules and Regulations; and

WHEREAS, Resolution 2016-01 adopted April 20, 2016 further revised and restated Section B.1 of said 1983 Rules and Regulations as well as Section 1 of Article X of the Arbors Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, it is implicit in the existing rules and regulations relating to parking in the Arbors and/or the intent derived from said rules and regulations upon which the Board has made the reasonable determination that it is appropriate to supplement and/or revise such existing rules and regulations; and

WHEREAS, based on the foregoing, the Board of Directors of the Arbors Homeowners Associations desires to revise those regulations to further define and restrict commercial vehicles and to further define "normal maintenance."

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. Section B.1 of the 1983 Rules and Regulations as amended by Resolution 2016-01 is revised and restated as follows:

No owner, tenant or guest of any Unit shall park or store any commercial vehicle including any van used for commercial use, any vehicle displaying commercial signage, truck (as defined by the Pennsylvania Department of Highway Safety and Motor Vehicles and/or by common usage and practice, not including light pick-up trucks up to three-quarter (3/4) ton capacity and less than twenty (20) feet in length and used for non-commercial purposes, provided such pickup truck does not have any appurtenance of a possible commercial nature including, but not limited

to, snow plow, salt spreader and “ladder rack”), trailer, boat or other watercraft, recreational vehicle (RV), motor/mobile home, house trailer, camper or similar vehicle nor any unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria) and any vehicle without current tags or registration, on any lot, driveway, parking area, street or common area within the Arbors. Contractors performing work for a homeowner or the Association are exempt from this regulation as it relates to commercial vehicles and trailers during the time that the work is being performed. Failure to comply with these requirements or any other parking or vehicle regulations may subject the homeowner to a fine of \$25 per day that the violation occurs.

2. “Normal maintenance” and as set forth in Section 1 (n) of Article X of the Arbors Declaration of Covenants, Conditions and Restrictions shall relate to activities which take place outside the garage and shall be limited to washing and waxing vehicles ONLY. All other activities other than emergency repairs must be done in the garage including all cleaning and maintenance of tools and equipment.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 9th day of November, 2016.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

/s/ Patricia W. Kammerer
Secretary

RESOLUTION NO. 2017 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AMENDING THE REGULATIONS RELATING TO VEHICLES

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, Article X, Section 2, of the Arbors Declaration of Covenants, Conditions and Restrictions gives the Board the right to establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units; and

WHEREAS, pursuant to the provisions of the Covenants certain rules and regulations have been promulgated including the 1983 Rules and Regulations; and

WHEREAS, Section B of the 1983 Rules and Regulations sets forth certain regulations relating to parking in the Arbors; and

WHEREAS, Resolution 2012 - 02 adopted November 12, 2012 revised and restated Section B.1 of said 1983 Rules and Regulations; and

WHEREAS, Resolution 2016-01 adopted April 20, 2016 further revised and restated Section B.1 of said 1983 Rules and Regulations as well as Section 1 of Article X of the Arbors Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, Resolution 2016-02 adopted November 9, 2016 further revised and restated Section B.1 of said 1983 Rules and Regulations as well as Section 1 of Article X of the Arbors Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, it is implicit in the existing rules and regulations relating to parking in the Arbors and/or the intent derived from said rules and regulations upon which the Board has made the reasonable determination that it is appropriate to supplement and/or revise such existing rules and regulations; and

WHEREAS, based on the foregoing, the Board of Directors of the Arbors Homeowners Associations desires to revise those regulations to further define and restrict commercial vehicles and to further define "normal maintenance."

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. Section B.1 of the 1983 Rules and Regulations as amended by Resolution 2016-02 is revised and restated as follows:

No owner, tenant or guest of any Unit shall park or store any commercial vehicle including any van used for commercial use, any vehicle displaying commercial signage, truck (as defined by

the Pennsylvania Department of Highway Safety and Motor Vehicles and/or by common usage and practice, not including light pick-up trucks up to three-quarter (3/4) ton capacity and less than twenty (20) feet in length and used for non-commercial purposes, provided such pickup truck does not have any appurtenance of a possible commercial nature including, but not limited to, snow plow, salt spreader and "ladder rack"), trailer, boat or other watercraft, recreational vehicle (RV), motor/mobile home, house trailer, camper or similar vehicle nor any unlicensed or inoperable motor vehicle (which shall include, without limitation, any vehicle which would not pass applicable state inspection criteria) and any vehicle without current tags or registration, on any lot, driveway, parking area, street or common area within the Arbors where it would be visible between 7 PM and 7 AM Monday through Friday and all day Saturday and Sunday, except for emergency repairs as determined at the sole discretion of the Board. Failure to comply with these requirements or any other parking or vehicle regulations may subject the homeowner to a fine of \$25 per day that the violation occurs.

2. "Normal maintenance" and as set forth in Section 1 (n) of Article X of the Arbors Declaration of Covenants, Conditions and Restrictions shall relate to activities which take place outside the garage and shall be limited to washing and waxing private passenger cars and allowable pickups as defined above. For purposes of this resolution, private passenger car shall mean a car with four wheels of a private passenger, SUV or station wagon type designed to carry persons and their luggage. All other activities other than emergency repairs must be done in the garage including all cleaning and maintenance of tools and equipment.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 8th day of November, 2017.

ARBORS HOMEOWNERS ASSOCIATION

S/S Willam B. Gordon
President

ATTEST

S/S Patricia W. Kammerer
Secretary

RESOLUTION NO. 2019 - 01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AMENDING THE REGULATIONS RELATING TO PARKING

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a "Declaration of Covenants, Conditions and Restrictions" (The "Covenants") applicable to all lot property owners in the Arbors; and

WHEREAS, Article X, Section 2, of the Arbors Declaration of Covenants, Conditions and Restrictions gives the Board the right to establish reasonable rules and regulations concerning the use of the Common Property and Common Areas, any facilities located thereon, and individual Lots and Units; and

WHEREAS, pursuant to the provisions of the Covenants certain rules and regulations have been promulgated including the 1983 Rules and Regulations; and

WHEREAS, Section B of the 1983 Rules and Regulations sets forth certain regulations relating to parking in the Arbors; and

WHEREAS, Resolution 2009 - 06 adopted November 2, 2009 revised and restated Section B.2 of said 1983 Rules and Regulations; and

WHEREAS, it is implicit in the existing rules and regulations relating to parking in the Arbors and/or the intent derived from said rules and regulations upon which the Board has made the reasonable determination that it is appropriate to supplement and/or revise such existing rules and regulations; and

WHEREAS, based on the foregoing, the Board of Directors of the Arbors Homeowners Associations desires to revise those regulations to further define and restrict commercial vehicles and to further define "normal maintenance."

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

1. Section B.2 of the 1983 Rules and Regulations as amended by Resolution 2009-06 is revised and restated as follows:

No vehicles of any type may be parked on the courts of the Arbors other than short-term (not overnight) parking for guests of residents. Such parking shall be done so as not to impede the passage of other vehicles.

Residents must park only in their garages or driveways. Designated areas for visitor parking on Margaux and Dom Perignon Courts may be used only for **short-term** parking (not more than 7 days) *by guests of residents*. Guest parking areas may not be used by residents of units except when work on their court or home prevents residents from accessing their homes.

Failure to comply with these requirements or any other parking or vehicle regulations may subject the homeowner to a fine of \$25 per day that the violation occurs.

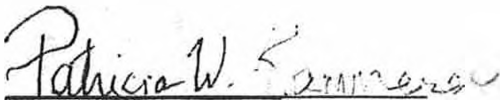
IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 13th day of February, 2019.

ARBORS HOMEOWNERS ASSOCIATION



President

ATTEST



Secretary

RESOLUTION NO. 2019 – 02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION GIVING THE BOARD THE RIGHT TO REGULATE ISSUES NOT SPECIFICALLY COVERED BY EXISTING REGULATIONS

WHEREAS, on April 19, 1983, the Developer of the Arbors, a planned unit development situate on Duncan Avenue in Hampton Township, adopted and subsequently recorded a “Declaration of Covenants, Conditions and Restrictions” (The “Covenants”) applicable to all lot property owners in the Arbors; and

WHEREAS, the Arbors Handbook states, inter alia, that, “the Arbors is clearly not a neighborhood where residents do their own thing”, “the Arbors was conceived and remains a community where there is harmony”, “each neighbor reinforces the quality of each other’s house to the point where each resident enjoys the harmonious beauty of several adjoining homes” and “each Arbors resident has sacrificed a degree of individuality to enjoy the benefits of continuity”; and

WHEREAS, pursuant to the provisions of the Covenants certain rules and regulations have been promulgated to achieve the aforementioned concepts; and

WHEREAS, from time to time situations arise that are in conflict with the aforementioned concepts that are not covered by a specific rule or regulation; and

WHEREAS, the Board of Directors believes that it already has the authority to act in situations that are not regulated by a specific rule or regulation but nevertheless wishes to clarify its authority to do so in such situations..

NOW, THEREFORE, BE AND IT HEREBY IS RESOLVED as follows:

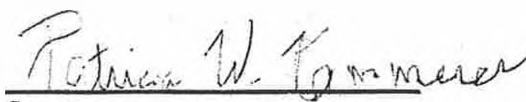
1. It is the intent of the Arbors Homeowners Association that all homes and appurtenances in the Arbors, all landscaping and all other areas around each home in the Arbors be maintained so as to be consistent with the overall high quality and appearance of homes and their surroundings in the Arbors so as to meet the concepts set forth in the Arbors Handbook.
2. In the event that a situation has or may occur that does not comport with the above-stated principal and is not covered by an existing rule or regulation, the Board shall have the right to deny a homeowner’s request to make specific improvements or changes or to direct the homeowner to take appropriate action to correct a situation if the improvement or changes have already been undertaken.
3. In the event that the homeowner refuses to correct the situation, the Board of Directors shall have the right to impose fines and sanctions or to take corrective actions at the homeowners’ expense, all as prescribed in the Covenants.

IN WITNESS WHEREOF, WE, the Board of Directors of the Arbors Homeowners Association, have adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 8th day of May, 2019.

ARBORS HOMEOWNERS ASSOCIATION


President

ATTEST


Secretary

RESOLUTION NO. 2019 - 03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARBORS HOMEOWNERS ASSOCIATION AUTHORIZING THAT A PORTION OF THE SURPLUS (EXCESS OF REVENUE OVER EXPENSE) IN THE OPERATING FUND FOR THE YEAR ENDED DECEMBER 31, 2018 BE DEPOSITED IN THE CAPITAL RESERVE FUND

WHEREAS, the audited financial statements for the Arbors Homeowners Association for the year ended December 31, 2018 indicate that Operating Fund revenue exceeded expenses by \$14,360; and

WHEREAS, the Finance Committee and the Board of Directors have reviewed the draft audited financial statements prepared by Deverson & Tanack and recommend accepting them; and

WHEREAS, Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions provides that the Board of Directors shall determine in its sole judgment and discretion whether any portion of such surplus shall be deposited into the capital reserve account of the Association.

NOW, THEREFORE, BE IT RESOLVED THAT in accordance with Section 3.01 of the Arbors Declaration of Covenants, Conditions and Restrictions, the Board of Directors upon the recommendation of the Finance Committee hereby authorizes that \$14,000 of the \$14,360 Operating Fund surplus (excess of revenue over expense) shall be deposited into the Capital Reserve account.

IN WITNESS WHEREOF, the Board of Directors of the Arbors Homeowners Association has adopted the foregoing Resolution at the regular meeting of the Board of Directors convened this 11th day of November 2019.

ARBORS HOMEOWNERS ASSOCIATION

/s/ William B. Gordon
President

ATTEST

/s/ Patricia W. Kammerer
Secretary

THE ARBORS HOMEOWNERS ASSOCIATION

APPROVED PLANT LIST

DECIDUOUS TREES

1. Flowering dogwood

Needs ample water; Probably the most attractive flowering dogwood; Has fragrant flower; Native to Eastern United States.



2. Black Gum Tree (*Nyssa sylvatica*)

Unique pyramidal shape; great fall color



3. Sugar Maples, esp. Pacific Sunset (*Acer truncatum* x *A. platanoides* 'Warrenred' P.P. No. 7433)

Spectacular fall fall color



4. Star Magnolia (*Magnolia stellata*) or Star Magnolia Waterlily (*Magnolia stellata* Waterlily)

White or pink spring flowers



DECIDUOUS TREES - cont.

- 5. Eastern Redbud (*Cercis canadensis*)
Spring flowering



- 6. Wide variety of compact maples - Japanese, etc.

- 7. Tri-color European Beech (*Fagus sylvatica*)
Interesting colorful leaves



- 8. Chanticleer® Flowering Pear (*Pyrus calleryana* 'Glen's Form')



- 9. Maidenhair Tree (*Ginkgo Biloba* 'Princeton Sentry')
For narrow areas. Note: only use male cultivars.



EVERGREENS

1. Vanderwolf Pine (*Pinus flexilis* 'Vanderwolf's Pyramid')
Lower height and deeper green color than white pines



2. "Horstmann's Silberlocke" Pine aka Korean fir (*Abies koreana*)
Lower height pine, interesting needles and blue pinecones!



3. Bizon Blue Spruce (*Picea pungens* 'Bizon Blue')
Bluest of the blues, all year long



4. Wichita Blue Juniper (*Juniperus scopulorum* 'Wichita Blue')
Perfect alternative for a privacy border; drought and deer resistant; fast growing



General Comment: Lower height varieties are usually accompanied by lower maintenance costs.
Many of the trees above tend not to grow as high as their cousins.

BUSHES

1. *Viburnum Judeii* (*Viburnum x juddii*)

Judd (8-10 feet max), Carlessei (5-6 ft) or Compacta (4-5 ft). They have a great, large, highly fragrant flower in the spring



2. Chinese Wisteria (*Wisteria sinensis*) or Japanese Wisteria (*Wisteria floribunda*) vine

Highly fragrant grape like clusters of hanging flowers; for an arbor only - can be invasive



3. Azaleas or PJMs - specific cultivars such as blue baron

4. Burning Bush

5. Sky Pencil Japanese Holly Shrub (*Ilex crenata* 'Sky Sentry')



6. Peony varieties with strong stems that don't have to be staked and are deer resistant such as "Charles Burgess" or "Angel Cheeks"

7. Topiary specimens of varying varieties



BUSHES - cont.

8. Red twig Variegated Wiegelia

The leafless red twigs look great in the snow; spring flowers;
dwarf (2-4 ft) & standard size (4-6 ft) available



GROUND COVERS/PERENNIALS

1. Creeping Phlox

Use for color and ground cover; drought, deer and weed resistant



2. Sedum - Meteor or Brilliant (*Sedum spectabile* 'Meteor' or 'Brilliant')



